



Important Information About Your Offer

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WELCOME

We are pleased that you have chosen to apply to study with us at the University of Wolverhampton and that we are able to offer you a place.

Before you commit to joining us, we want to make sure that you understand what it means to be a student at our University.

The terms and conditions, regulations and policies within this booklet set out the contractual relationship between the University and students on our courses. When we confirm your acceptance of an offer of a place on a programme, a contract is formed between you and the University based on the terms and conditions detailed here.

Please read this and the accompanying policies carefully before accepting your offer, to ensure that you understand the contents and your rights and responsibilities as a student.

If you have any other questions you feel are not addressed here, please feel free to email us at **admissions@wlv.ac.uk**.

We hope to welcome you in person soon.

Dr Jo Wright Academic Registrar



TERMS AND CONDITIONS

HOME UNDERGRADUATE TEMPLATE TERMS & CONDITIONS [Courses commencing 2020-2021 Academic Year]

This document contains important information about the terms and conditions of the legally binding contract which will be formed between you and the University of Wolverhampton for undergraduate courses which commence in the 2020-2021 academic year. The terms and conditions which will apply to students commencing courses in subsequent academic years may differ from those included in this agreement.

These terms and conditions, together with your Offer letter and the specific information provided in your Offer Pack shall form the basis of the contract between you and the University ("the Contract"). The Contract will contain legal rights and obligations for you and the University if you accept an offer of a place on an undergraduate course at the University. You should take time to read the Contract carefully and understand its contents before you accept an offer of a place on a course as the contract will become legally binding on you and us at that point, including your obligation to pay the course fees and to comply with our regulations, policies and procedures.

Your attention is drawn in particular to the following sections:

- Conditions with which You Will Need to Comply (section 2)
- Your Right to Cancel the Contract (section 3)
- Your Obligations (including for payment of fees) (section 6)
- When we Can Make Changes to the Contract (section 8)
- Ending the Contract (section 9)
- Our Liability to You (section 10).
- Our policies and regulations which can be accessed here - <u>https://www.wlv.ac.uk/about-us/</u> governance/legal-information/policies-andregulations/

If you have any questions, please contact the admissions contact named in your Offer Letter before you accept your offer.

Please note that the provision of any accommodation to you will be the subject of a separate contract.

1. ABOUT US AND OUR CONTRACT WITH YOU

- 1.1 The University of Wolverhampton, Wulfruna Street, Wolverhampton, WV1 1LY (the "University").
- 1.2 We will issue you with an offer letter (the "Offer Letter") and an offer pack (the "Offer Pack") which will provide you with information about the University's offer of a place on a course to study with us. The Offer Letter will provide you with important information about the contract between us and will explain how our contract is formed.
- 1.3 When you accept an offer of a place on an undergraduate course (following the instructions for acceptance set out in the Offer Letter within any time specified for acceptance) a legally binding contract will be formed between the University and you for the provision of your course.
- 1.4 The contract includes the following documents:
- 1.4.1 Your Offer Letter which will set out details of your place on a course of study with us including important information about:
 - a) the course, tuition, assessment and related services with which you will be provided;
 - b) the fees and any additional charges payable for the course;
 - c) the duration of the course; and
 - d) details of any conditions that will apply to you (see further section 2 below);
- 1.4.2 These terms and conditions;
- 1.4.3 The University's Academic Regulations and associated policies as detailed at <u>https://</u> www.wlv.ac.uk/about-us/governance/legalinformation/policies-and-regulations/
- 1.4.4 The information in the Offer Pack.
- together the "Contract".
- 1.5 The Contract will continue for the duration set out in the Offer Letter unless terminated or extended in accordance with these terms.

2. CONDITIONS WITH WHICH YOU WILL NEED TO COMPLY

- 2.1 This section 2 and the Offer Letter will set out any specific requirements with which you will need to comply as a condition of admission, registration and/or progression on the course, and/or if you have applied via UCAS. UCAS will draw your attention to any additional conditions specified in the UCAS track system.
- 2.2 If you fail to comply with any of these requirements, or fail to provide us with satisfactory evidence that you have complied with these requirements, we may terminate the Contract as set out in section 10.1.
- 2.3 You are required to declare to the University any relevant, unspent criminal convictions, within two weeks of receiving an offer. The University reserves the right to withdraw the offer after careful consideration of a relevant conviction. If you receive or declare a criminal conviction after an offer is made, the University reserves the right to withdraw the offer or terminate your registration on your course. If the University establishes that you did not declare any convictions at a later date, it reserves the right to withdraw your registration on your course. For some courses, your offer may be subject to additional specific conditions relating to disclosure of criminal convictions and establishing Fitness to Practise. These will be detailed in the entry requirements for the course and may require you to declare any convictions prior to an offer being made. Fitness to Practise has been defined as suitability to be recommended for entry onto the professional register without restrictions. Before you are made an offer you may be asked to make declarations about your health and your criminal record. These declarations allow us to give fair and reasonable consideration to your application. For these specified courses, under the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 you are exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974. Therefore you are not entitled to withhold information about convictions which for other purposes are spent under the provisions of the Act. Please ensure that you make a full disclosure.
- 2.4 You will need to demonstrate at the point of enrolment that you have valid leave to enter or remain in the UK and that this leave entitles you to study at the University. If you are a national of a country outside the European Union, European Economic Area or Switzerland and subject to UK immigration control, you may apply to the University for a Confirmation of Acceptance for Studies (CAS).

3. PROVISION OF INFORMATION BY YOU

3.1 It is your responsibility to ensure that all information with which you provide us, or which is provided on your behalf, at any time (including as part of the application and/or admission process) is and remains true, accurate, complete and is not misleading. 3.2 Failure to comply with this requirement may result in us withdrawing your offer of a place on a course or terminating our contract with you in accordance with section 10.1.

4. YOUR RIGHT TO CANCEL THE CONTRACT

- 4.1 If you have entered into the Contract "at a distance" (i.e. using the UCAS system or online or otherwise without you physically attending the University to create the contract), you have a legal right to cancel the Contract without giving any reason at any time within 14 days of accepting the Offer (the "Cancellation Period"). These rights arise under the Consumer Contracts Regulations 2013.
- 4.2 To cancel the Contract, you must clearly inform us of your decision to cancel before the Cancellation Period has expired.
- 4.3 You may use the model cancellation form (set out in Appendix A to notify us of your decision to cancel by letter or email (but you do not have to use this form). If you wanted to contact us by email or letter, please use the following addresses:
 - Admissions Department, Registry Directorate, Housman Building, Camp Street, Wolverhampton, WV1 1AD.
 - sending an email to <u>admissions@wlv.ac.uk</u>
- 4.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cancellation Period has expired. We do not have to have received it before the expiry of the Cancellation Period.
- 4.5 If you cancel the Contract within the 14 day Cancellation Period, we will reimburse any course fee payment (including any deposit) received from you as soon as we can, and no later than 14 days after the day on which you informed us of your decision to cancel. Refunds will only be made to the person who paid the fees unless written authorisation is provided to the contrary from that person.
- 4.6 We may start to provide you with services under the Contract before the end of the Cancellation Period if you request us to do so, for example if you are applying to us very soon before your course is due to start. This will not prevent you from cancelling the Contract during the Cancellation Period. However, if you decide to cancel the Contract once we have started to provide services under the Contract to you, then we will be entitled to deduct from any refund a fair amount to reflect the services you will actually have received until you notified us of your wish to cancel.
- 4.7 Please refer to section 10 for further detail about how the Contract can be ended after the expiry of the Cancellation Period.

5. OUR OBLIGATIONS

- 5.1 We will provide with reasonable care and skill, tuition and learning opportunities which will lead to the award of the appropriate degree or qualification if you successfully fulfil the applicable requirements of your course. Specific details relating to the delivery of your course will be provided in your Offer Pack. Latest information on courses can be found at https://www.wlv.ac.uk/courses/
- 5.2 We will notify you of changes to the Contract in accordance with section 8.
- 5.3 The University also has a range of pastoral support and advice services available to students on issues affecting student life, with signposting and referral to more specialist services. Further information is available at: <u>https://www.wlv.ac.uk/currentstudents/student-support/</u>
- 5.4 The availability and scope of these pastoral and support services are subject to change during your course of study for a variety of reasons, including but not limited to changes in funding and the needs of students. The University may vary and/or amend the availability and scope of pastoral and student support services at any time.

6. YOUR OBLIGATIONS

- 6.1 You are required to:
 - 6.1.1 comply with the terms and conditions of the Contract;
 - 6.1.2 keep all information provided to us (including your contact details) accurate and up-to-date and notify us promptly of any changes in your information via e:Vision or your Student Services Office;
 - 6.1.3 meet any and all conditions set out in your Offer Letter and Offer Pack and/or the UCAS Track system and (where relevant) continue to satisfy them throughout the period of your registration;
 - 6.1.4 enrol with us at the start of your course and re-enrol each academic year in order to continue your course of study with the University and maintain your student rights and privileges;
 - 6.1.5 pay all course fees and any additional charges when due;
 - 6.1.6 comply with the codes, regulations, policies and procedures as amended from time to time listed at section 1.4.3 (which also sets out links to each), including in respect of your attendance, participation on the course and conduct.

7. COURSE FEES AND ADDITIONAL CHARGES, PAYMENT AND REFUNDS

- 7.1 The course fees and any additional charges payable by you for the course are set out in the Offer Letter and Offer Pack.
- 7.2 Your obligations under the Contract include paying all course fees and additional charges when due. Details of when and how you are required to make payments are set out in the Tuition Fee Liability Policy provided in your Offer Pack and on our website: <u>https://www.wlv.ac.uk/study-here/moneymatters/how-to-pay/</u>
- 7.3 Applicants are responsible for checking their eligibility for tuition and maintenance fee loans. This information is available here: https://www.gov.uk/student-finance
- 7.4 Where arrangements have been made for a third party (such as the Student Loan Company or a sponsor) to pay your course fees and/or any additional charges, you will be liable for payment of such fees and charges in the event of their non-payment when due by the third party.
- 7.5 Each student is required to ensure that all tuition and other academic fees due to the University are paid at the appropriate time as detailed in the Tuition Fee Liability Policy in your Offer Pack
- 7.6 As provided for in the Tuition Fee Liability Policy, we may charge interest and/or an administration fee on late or unpaid course fees.
- 7.7 The University's Fee Liability, Refunds and Debtor Policy is published <u>https://www.wlv.ac.uk/studyhere/money-matters/how-to-pay/fee-liability-</u> refunds-and-debtor-policy/
- 7.8 Fees may be increased by the University In accordance with section 8.
- 7.9 If any fees or charges remain unpaid by the required deadlines, the University reserves the right to (but shall not be required to, and shall act reasonably when exercising its rights under this section 7.9):
 - 7.9.1 instigate debt recovery proceedings;
 - 7.9.2 suspend the provision of any or all of the University's academic services and facilities;
 - 7.9.3 withdraw the provision of any or all of the University's academic services and facilities,
 - 7.9.4 to prohibit progress to the next stage on a course of study and/or
 - 7.9.5 the award of a qualification or academic credit;
 - 7.9.6 to refuse admission to another course or entry into a new contract with any debtor;
 - 7.9.7 to refuse admission to a graduation ceremony;

until such debts have been paid in full.

8. WHEN WE CAN MAKE CHANGES TO THE CONTRACT AND HOW THIS CAN IMPACT YOU

8.1 Whilst the University will always try to minimise making changes to the Contract (including changes to the Course) there may be times where changes are needed. This Clause 8 describes the circumstances when we can make changes, as well as providing you with further information about what we will do where we look to make such changes.

Changes to pre-Contract information:

e.g. prospectus information and before you accept an offer of a place on a course

- 8.2 The information available at the time you were researching the University and making an application for the course may change by the time we send out our Offer Letter. It is your responsibility to read the Offer Letter carefully to check that you are satisfied with the course information contained in the Offer Letter and Offer Pack. By accepting our offer, you will be confirming that you are accepting our offer on the course as outlined in the Offer Letter and Offer Pack.
- 8.3 Examples of changes that we may make after this stage but before you start your course include the following:
 - minor changes made in response to feedback from students and/or external examiners;
 - unavoidable changes in our academic or student support staff;
 - where we advised that the course was subject to minimum enrolment numbers at the time we advertised the course;
 - where we advised that the course was subject to approval/accreditation at the time we advertised the course, if approval/accreditation has not been obtained by the date of your offer, we may need to combine, alter or discontinue a course;
 - changes that are required by law and/or as a result of a regulatory requirement that the University, as a provider of educational services, is required to comply with;
 - changes that are required by a statutory, regulatory and/or professional body and/or other regulator in order to provide professional accreditation of your course;
 - minor reasonable changes to the content and teaching provided on the course.

Changes after you have entered into the Contract with us: e.g. after you accept an offer of a place on a course

- 8.4 Where we need to make changes to the Contract and the Course after the Contract has been formed, we will, in each case, assess the potential impact of such change on the Contract and our students and will follow the principles set out in this section 8. The University is always looking to improve and enhance our students' experience with us, and will actively seek feedback from students and teaching staff about how we can improve our service delivery to our students.
- 8.5 The circumstances that we describe in section 8.7 are not the only ones that may arise during your studies with us, but these will give you some context as to when we may need to amend the Contract (including the Services and Course). Section 8.8 provides you with illustrative examples of the type of changes that may arise as a result of the reasons set out in section 8.6.

When we can make changes to the Contract

- 8.6 We can make changes to our Contract (including to the course):
 - to reflect changes in the law and/or professional, regulatory and/or statutory body requirements;
 - as required by government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body;
 - to comply with any requirement set by the Office for Students and/or any funding body and/or other regulatory body;
 - to comply with accrediting body requirements;
 - to deal with unavoidable changes in our academic and/or support staff;
 - to address and/or to take steps in response to a security threat;
 - to incorporate sector good and/or best practice and/or guidance;
 - in light of student feedback and/or external examiners' feedback;
 - to reflect material developments in academic teaching, research and/or professional standards and/or requirements;
 - in light of the withdrawal of any relevant accreditation;
 - to reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider;
 - to reflect changes made by a collaborative partner and/or the requirements of a collaborative partner;
 - or any other valid reason.

What type of changes may be made?

- 8.7 The reasons in section 8.6 above may result in a number of different changes being made by us in response. We have set out in this section 8.7 some examples of these responses and, to help you understand what such changes may mean for you in practice, we have done this by referring to those examples using the headings "major changes" and "minor changes". The provisions of section 8.8 will apply depending on the type of change that is anticipated at the time.
- (i) Minor Changes (non-exhaustive list of examples)
 - reasonable changes to the timetable for delivery of your course;
 - reasonable changes to the number of classes/ lectures and/or other teaching activity relating to the course;
 - reasonable changes to the methods by which the course is delivered and/or assessed;
 - reasonable changes to the content and/or syllabus of the course;
 - changes to the way that we teach, supervise and/or assess a course to ensure that we are continuing to provide that course to you lawfully and/or to maintain academic standards and quality;
 - changes to the location of your course teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised by us;
 - additions and/or withdrawals of certain non-core modules on your course;
 - changes to reading lists to deal with changes in the relevant subject area relating to your course to ensure the same remain as up to date as possible;
 - procedural changes that help improve the course and/or services to your benefit.
- (ii) Major Changes (non-exhaustive list of examples)
 - significant changes to the way that we teach, supervise and/or assess a course to ensure that we are continuing to provide that course to you lawfully and/or to maintain academic standards and quality;
 - additions and/or withdrawals of certain core/ compulsory modules on your course;
 - to implement more significant changes to our courses;
 - changing our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with us;

 significant changes to the location and/or specification of your course teaching facilities, which could include moving the course to a different campus or a location that is not located near the original delivery campus.

How we will tell you about changes to the Contract

- 8.8 For minor changes, we will notify you of any amendments via updates to the online course specification, by providing you with as much notice as is in our view appropriate in the circumstances. Where possible, we will look to provide this notice to you in advance, but this may not always be possible.
- 8.9 For major changes, we will notify you by email as soon as possible, and in any event, generally no later than six weeks before we are due to make the relevant change, unless we need to make a major change to respond to an emergency. For major changes, unless the change is required to respond to an emergency, we will normally seek your written consent before we make the change. As set out in section 3.1, it is your responsibility to ensure you have provided the University with accurate contact details at all times.
- 8.10 If you do not agree with a major change we make to the Contract, you will be entitled to terminate the Contract in accordance with clause 10.2, and you may be entitled to an appropriate refund of the Fees you have paid to us.
- 8.11 Our Student Protection Plan sets out a number of instances which may interrupt studies and lead to major changes being implemented in order to mitigate risks to non-continuation of study. This can be accessed here: <u>https://www.wlv.ac.uk/</u> <u>about-us/governance/legal-information/studentrights-and-responsibilities/</u>

Withdrawal, merger, etc. of courses

Pre-commencement of course

8.12 There may be times where we need to discontinue a course or decide not to provide a course or to merge or combine a course with other courses of study, if such action is reasonably considered to be necessary by the University. If the University decides to take such action prior to the Course commencing then it will use reasonable endeavours to notify you in advance in accordance with Clause 8.9 and you shall be entitled to cancel the Contract by written notice to the University. In these circumstances you will be entitled to a refund of any deposit/Fees which you have paid to the University.

Post-commencement of course

8.13 In the very exceptional and unlikely event that we need to discontinue a course or to merge or combine a course with other courses after a course has commenced, then the Student Protection Plan shall apply. This can be accessed here: <u>https://www.wlv.ac.uk/about-us/</u> governance/legal-information/student-rightsand-responsibilities/

- 8.14 If section 8.13 applies, we will take reasonable steps to seek to:
 - offer you a place on an alternative course at the University (subject to place availability and you complying with the requirements of admission to and registration on that course); or
 - (at your request) assist you to join another course at another institution, and
 - (if appropriate), issue you with a refund of the Fees paid.

Changes to Fees

8.15 The University may increase Fees annually in line with UK inflation as assessed by the Retail Prices Index but in any event by not more than 5%. The Retail Price Index is a measure of inflation published monthly by the Office for National Statistics.

9. INTELLECTUAL PROPERTY ("IP")

- 9.1 The University has an IP Policy dealing with intellectual property created whilst you are a student at the University. Such IP will normally be owned by you.
- 9.2 In certain limited circumstances such IP will be owned by the University, for instance to allow the University to protect and commercialise the IP from a project as a whole or to protect its charitable status. In such circumstances, you may be required to sign a confidentiality and IP assignment agreement assigning first ownership of such rights to the University as a condition of participation on a specific project. This is most likely to arise where an external funder sponsors the research, or where the project is part of an ongoing research effort where the University considers there is a need to protect the integrity of IP ownership.
- 9.3 By accepting a place at the University, you are formally accepting the University's rights of ownership and rights to use and copy, as well as its policy on commercialisation and revenue sharing, as set out in its IP Policy found here: <u>https://www.</u> wlv.ac.uk/research/research-policies-procedures-guidelines/ethics-guidance/intellectual-property

10. ENDING THE CONTRACT

- 10.1 We may terminate the contract, subject to completion of any appropriate and/or applicable internal appeals, complaints or other procedure, as a result of:
- 10.1.1 the University becoming aware that information you have provided to us is fraudulent, untrue, inaccurate, incomplete and/or misleading and/ or at any point becomes untrue, inaccurate, incomplete and/or misleading;
- 10.1.2 you failing materially to comply with your obligations under the Contract;

- 10.1.3 you withdrawing from the course;
- 10.1.4 your behaviour, in our reasonable opinion, represents a significant risk to health, safety, or welfare of yourself or other students, staff or members of the University community;
- 10.1.5 you failing to comply with and/or to meet specific requirements of your course and/or any conditions as specified in your Offer Letter;
- 10.1.6 you developing a health condition that prevents you from meeting the occupational health requirements of your course;
- 10.1.7 you being convicted of an indictable offence in the UK, or an equivalent offence in any other country;
- 10.1.8 you failing to enrol or re-enrol on your course by the deadline notified to you;
- 10.1.9 you failing to meet the required standard of performance or progression on your course as prescribed by academic regulations and professional suitability requirements;
- 10.1.10 failure to pay your course fees and/or any additional charges when due including failure by a third party to pay on your behalf; and/or
- 10.1.11 where you engage in any activity or otherwise act in a manner that brings the University into disrepute;
- 10.1.12 Where we terminate the Contract as permitted in sections 8.12 and 8.13, you may be entitled to a refund of a proportion of any directly prepaid course fees on a pro rata basis for the unexpired period of the course (subject to us retaining an amount to cover our reasonable losses and costs as a result of the termination, including any deposit paid). The amount of any applicable refund will be determined taking account of the relevant circumstances at the time of termination and will be subject to the University's Fee Liability, Refunds and Debtor Policy: https://www.wlv.ac.uk/study-here/ money-matters/how-to-pay/fee-liabilityrefunds-and-debtor-policy/
- 10.2 **You may terminate the contract** in the following circumstances:
- 10.2.1 where we make a major change to the Contract that you do not agree with;
- 10.2.2 where you have accepted either a firm or insurance offer with us and you decide not to study with us before your course starts (e.g. because you take up a place at another provider); and/or
- 10.2.3 at any other time without reason, through completion of the voluntary withdrawal process.
- 10.3 In the event you terminate the Contract as permitted in section 10.2 above, the following arrangements will apply:

- 10.3.1 where you terminate the Contract as permitted in section 10.2.2 above, a full refund of any course fees and additional charges you may have already paid (if any) will be reimbursed; and
- 10.3.2 where you terminate the Contract as permitted in section 10.2.1 or 10.2.3 above, you may be entitled to a refund of a proportion of any course fees paid for the unexpired period of the course (subject to us retaining an amount to cover our reasonable losses and costs as a result of the termination). The amount of any applicable refund will be determined taking account of the relevant circumstances at the time of termination and in accordance with our Tuition Fee liability Policy which will be provided in your Offer Pack.
- 10.4 Please note that if the Contract is terminated, and you have a tuition fee loan from the Student Loans Company, we will notify the Student Loans Company that their liability for tuition fees has reduced and therefore the Student Loan Company will reduce the amount of your loan.
- 10.5 If a third party pays your fees on your behalf, we may pay any refund directly to that third party.

11. OUR LIABILITY TO YOU

- 11.1 If we fail to comply with the Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.
- 11.2 We cannot accept responsibility and we will not be liable to you for:
- 11.2.1 any damage to your property (including to vehicles and bicycles parked on campus or at other parking locations as designated by us and to personal equipment such as mobiles, tablets and laptops) unless caused by our negligence;
- 11.2.2 work submitted for assessment that is not returned;
- 11.2.3 any loss or damage of whatever nature which you may suffer as a result of any action taken by the University in its termination of your studies where you are in breach of the terms of the Contract;
- 11.2.4 personal injury or death except in so far as it is caused by our negligence; or
- 11.2.5 loss of opportunity and loss of income or profit, however arising.

- 11.3 We do not exclude or limit in any way our liability for:
- 11.3.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- 11.3.2 fraud or fraudulent misrepresentation; or
- 11.3.3 any other matter which we are not permitted to exclude or limit our liability by law.
- 11.4 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by an Event Outside Our Control as set out in section 12.
- 11.5 Save for our liability as set out in section 11.3, our liability to you for all other loss or damage suffered by you shall be limited to 150% of the total sums paid by you to us whilst enrolled on your course, whether your claim is brought under these terms and conditions or otherwise.

12. EVENTS OUTSIDE OUR CONTROL

- We will not be liable or responsible for any 12.1 failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by an Event Outside Our Control. The University will always endeavour to remain open and functioning as normal to the best of its ability. In relation to certain Events Outside Our Control, the University may be forced to close some or part of or all of its buildings or campuses and/or to interrupt or suspend the delivery of some or all of its services and courses e.g. in response to health and safety concerns. In the event that the University is unable to operate from one of its campuses due to catastrophic loss of part of a campus or building, the University will mitigate risks to students in accordance with its Student Protection Plan: https://www.wlv.ac.uk/aboutus/governance/legal-information/studentrights-and-responsibilities/
- 12.2 An Event Outside Our Control means any act or event beyond our reasonable control including without limitation:
- 12.2.1 industrial action by third parties or University staff;
- 12.2.2 events which pose a threat to public or national health or safety;
- 12.2.3 civil commotion, mass action, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 12.3 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- 12.3.1 we will contact you as soon as reasonably possible to notify you; and
- 12.3.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside our Control.
- 12.4 Should an Event Outside Our Control interfere with our ability to deliver your course, we will use reasonable endeavours to minimise the disruption caused to you. However, given that the safety of the University's staff and students will always be its primary concern, this may not always be possible.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 131 By entering into the Contract with us and registering at the University, you acknowledge that the University will hold and process your personal data, including your sensitive personal data (special category personal data e.g. data concerning your racial/ethnic origins, criminal convictions, health and wellbeing and sexuality). We will hold and process your personal data in compliance with our obligations as Data Controller under the General Data Protection Regulation and Data Protection Act 2018 and in accordance with our Student Privacy Notice which can be accessed here: https://www.wlv. ac.uk/about-us/governance/legal-information/ corporate-compliance/data-protection/
- 13.2 This explains what data we might hold about you, how we use it, who we might share it with and the reasons for doing that. You have the right to check the information the University holds about you. You also have the responsibility to ensure that this information, e.g. contact details, is accurate and up-to-date, in accordance with our Student Privacy Notice.

14. DISABILITIES

141 The University is committed to supporting applications and opportunities to study from all sections of the community, and is proud of its support for students with a range of disabilities and specific learning requirements. The University will support students with inclusive practices and reasonable adjustments as required through Student Support and Wellbeing (SSW): https://www.wlv.ac.uk/ current-students/student-support/studentsupport-and-wellbeing-ssw. In order to provide this support, the University requires that any student who has a disability should declare their disability as part of the application process and respond to reasonable requests from SSW to activate their support in a timely way.

15. OTHER IMPORTANT INFORMATION

- 15.1 The Contract is personal between the University and you. You may not assign or transfer it to a third party. A person who is not a party to the Contract (such as a third party responsible for the payment of some or all of your tuition fees) does not have any rights under or in connection with the Contract.
- 15.2 We may transfer our rights and obligations under the Contract to another organisation. We will provide you with advance notice should such a transfer be proposed.
- 15.3 Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.4 If we fail to insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.
- 15.5 The Contract is governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland; if you are a resident of Scotland, you may also bring proceedings in Scotland; and if you are a resident of Wales, you may bring proceedings in Wales.

16. COMPLAINTS

- 16.1 A copy of our complaints policy and procedure is available and set out by accessing the links below. Following completion of the internal complaints procedures you may also refer your complaint to the Office of the Independent Adjudicator at https://www.oiahe.org.uk/contact-us/
- 16.2 Applicants to the University, and those who have accepted their offer but have yet to enrol at the start of their period of study, may submit complaints via the Admissions Complaints Procedure: <u>https://www.wlv.ac.uk/study-here/</u> <u>how-to-apply/about-admissions-/admissionspolicies-andregulations/complaints-procedure/</u>
- 16.3 Following enrolment, complaints may be submitted using the Students Complaints Procedure: <u>https://www.wlv.ac.uk/currentstudents/conduct-and-appeals/</u>

Appendix A - Cancellation Form

То:	
I hereby give notice that I cancel my Contract for the supply of services on the [INSERT COURSE TITLE].	
Offer letter dated:	
Name of individual:	
Signature of individual:	
Date:	

CRIMINAL CONVICTIONS POLICY

1. Introduction

Applicants are required to declare any unspent, relevant criminal convictions within 14 days of accepting an offer of a place to study at the University. From September 2019, this requirement is made clear to all applicants in offer letters. The exception to this is professional programmes where the relevant Professional/ Statutory/Regulatory Body requires criminal convictions to be declared earlier (e.g. in the application form) and/or greater restrictions apply.

2. Rationale

The basis for asking all applicants to declare relevant, unspent criminal convictions is the University's moral and legal duty of care to its students, staff and visitors. Applicants with a relevant, unspent conviction will not automatically be rejected. The nature of the offence and all relevant information pertaining to the conviction should be considered in order to determine whether there is any unacceptable risk of harm to the wider University community involved in allowing admission to a course and/or to University accommodation.

3. Scope

Relevant criminal convictions are defined as including, but not limited to:

- Any kind of violence, including threatening behaviour, offences concerning intent to harm and offences resulting in actual bodily harm;
- · Sexual offences, including those listed in the Sexual Offences Act 2003;
- The unlawful supply of controlled drugs or substances, where the conviction concern commercial drug dealing or trafficking;
- Offences involving firearms;
- Offences involving arson;
- Offences involving terrorism.

There is no requirement for an applicant to disclose a conviction which is 'spent' (unless it is required by a specific PSRB with stricter regulations for entry onto a professional course).

4. Criminal Convictions Panel

Following the initial declaration, an assessment of the relevance of the conviction will be made by the Head of Admissions. If the conviction is deemed not be relevant, the applicant will be informed of this decision and the record of the disclosure will be deleted. If the conviction is deemed to be relevant, further information will be requested from the applicant.

An initial assessment will then be carried out by the Head of Admissions who may seek advice from the Academic Registrar. The Head of Admissions may determine that no further action is required. If the Head of Admissions determines that there is a potential risk to the University community, a Criminal Convictions Panel will be convened to assess this risk. This panel will comprise the Head of Admissions, the Head of the Conduct and Appeals Unit, the Head of Legal Services (or nominee), the Head of Student Support and Wellbeing and a representative of the relevant Faculty. The panel may consider the case virtually/by correspondence without a formal meeting.

The Panel will consider whether there are unacceptable risks to the University community, considering:

- The nature of the offence;
- The course applied for;
- · Any pattern of offending;
- · The recommendations of any referees and/or the probation officer;
- Any mitigating circumstances;
- · Any aggravating circumstances;
- · Any comments in the official documentation about the risk of re-offending.

The Panel will draw one of the following conclusions:

- I. The applicant can not be admitted to the University at the present time, in which case the offer will be revoked.
- II. The level of risk can be managed by the imposition of specific conditions, e.g. exclusion from University accommodation. If the applicant fails to agree or comply with any of these conditions, the University may withdraw the offer or enrolment.
- III. The applicant can be admitted without any specific conditions.

5. Applicant Appeals

Applicants who wish to appeal a decision of the Criminal Convictions Panel may do so by writing to the University Registrar. The University Registrar will normally respond to any such appeal within 14 days and this decision will be final.

6. Criminal Convictions occurring after Acceptance of Offer

Students are required to declare any new, relevant criminal convictions they incur following acceptance of an offer to study or whilst they are registered as a student of the University, and this is made clear in the University's terms and conditions. Therefore, students are asked to declare at their annual re-enrolment whether or not they have received any such criminal convictions.

Any such convictions deemed relevant by the Head of Conduct and Appeals (in accordance with the criteria outlined above) will be considered via the Criminal Convictions Panel. This panel will comprise the Head of Admissions, the Head of the Conduct and Appeals Unit, the Head of Legal Services (or nominee), the Head of Student Support and Wellbeing and a representative of the relevant Faculty. The panel may consider the case virtually/by correspondence without a formal meeting.

The Panel will consider whether there are unacceptable risks to the University community, considering:

- The nature of the offence;
- The course applied for;
- Any pattern of offending;
- · The recommendations of any referees and/or the probation officer;
- Any mitigating circumstances;
- · Any aggravating circumstances;
- Any comments in the official documentation about the risk of re-offending.

The Panel will draw one of the following conclusions:

- I. There is an unacceptable risk to the University Community in allowing the student to remain registered as a student, in which case the Student Disciplinary Procedure will be invoked with a view to terminating the student's registration.
- II. The level of risk is manageable with the imposition of specific restrictions, for example access to University accommodation or other University facilities or services. Any such restrictions will be agreed with the student as a condition of continued registration. If the student fails to agree or comply with any of these restrictions, the University will invoke the Student Disciplinary Procedure.
- III. The level of risk is acceptable and the student can remain registered and continue their studies.

7. Student Appeals

Where the decision of the Criminal Convictions Panel results in the Student Disciplinary Procedure being invoked, the appeal process is as set out in the Student Disciplinary Procedure.

8. Records Retention

Information regarding relevant, unspent criminal convictions and any decisions of the Criminal Convictions Panel will be retained by the University with access restricted only to members of the Criminal Convictions Panel, the Academic Registrar and the University Registrar, until the student completes the course or the conviction becomes spent. In the case of any restriction to the University Accommodation, the fact of this restriction will be shared with relevant staff members managing the University's accommodation services.

ACADEMIC REGULATIONS

SECTION 1 COURSE AND MODULAR FRAMEWORK

1.1 Introduction

- 1.1.1 The Academic Regulations are the legally-binding statements of the regulatory framework for pathways leading to qualifications at all levels of the University of Wolverhampton. In the event of any discrepancy between the Academic Regulations and any other University of Wolverhampton requirement, the Academic Regulations take precedence and are applied in all cases. In the event of any discrepancy between the Academic Regulations and Professional, Statutory and Regulatory Bodies (PSRBs), or any other legislative requirements, the PSRB or legislative requirements take precedence. This includes requirements imposed by government agencies such as the Education and Skills Funding Agency (ESFA) for apprenticeship funding and End Point Assessment (EPA).
- 1.1.2 Academic Regulations must be approved by the Academic Board and are reviewed annually by the Academic Board or a designated sub-committee. A full list of valid exemptions is held by the Academic Registrar. The relevant exemptions are notified to students in the Course Guides. Exemptions may only be approved by the Academic Board or its delegated authority and will apply for the period of the current course validation.
- 1.1.3 The University of Wolverhampton aligns the level of its awards and qualifications with the Framework for Higher Education Qualifications in England, Wales and Northern Ireland (FHEQ) (QAA, 2014) and where relevant, the requirements of PSRBs.

1.2 Course Framework

- 1.2.1 All taught courses within this regulatory framework use the Credit Accumulation and Transfer System (CATS), which refers to notional learning hours and includes formal contact, assessment, guided study and independent learning. The University also recognises the European Credit Transfer System (ECTS). 1 CATS credit is equal to 10 hours notional learning and 0.5 ECTS credits).
- 1.2.2 The University Bye-Law No. 5; https://www.wlv.ac.uk/media/departments/office-of-the-vicechancellor/documents/Bye-Law-5-March-2017.pdf describes the criteria relating to the award and management of Degrees, Diplomas and Certificates. The bye-law lists all qualifications approved by the Board of Governors. New qualifications not currently listed must be approved by the Board of Governors prior to the release of any course related marketing or publicity.
- 1.2.3 Courses are delivered across the University's academic year which is sub-divided into Semesters. Any variation to the standard academic calendar must be approved by the Academic Board or delegated authority (this will normally be through the Course Validation and Modification Approval processes).
- 1.2.4 Every course has a Course Specification that must specify the modules required to be taken and any other additional requirements (such as course attendance), which must be satisfied for the award of the qualification. All qualification names (final and interim) must be approved as part of the validation process and no two courses will have the same title. Courses may be;

Full-time and contain modules worth 120 credits in each University academic year, taught over two semesters.

Accelerated Full-time and contain modules worth 180 credits in each 12 month period, taught over three semesters.

Masters Full-time and contain modules worth 120 taught credits and a further 60 credits independent study at level 7.

Part-time and normally contain modules worth no more than 80 credits in each University academic year.

1.2.5 There must be at least 33% difference between module diets for courses with different titles, rounded up to the nearest 20 credits. For example, a total of 360 credits is normally required for a Bachelor's Degree with Honours, and when applying the 33% differentiation rule it will therefore be necessary for the module diet to differ by at least 120 credits compared with any other course which leads to a Bachelor's Degree with Honours. Independent study modules, normally being generic in nature, are excluded from the minimum 120 credits required in this instance and should not contribute towards any percentage difference between courses.

For courses with a common Foundation Year, the level 3 module diet is not included, and the differentiation rule is only applied to credits specified from level 4 onwards.

For bracketed course titles, there must be at least 20% difference between module diets. On similarly named routes these will usually share the same diets at levels 4 and 5 given that all of the specialist modules are normally offered at level 6 (see 5.2.3).

1.2.6 Courses will normally consist of 20 credit modules and may be;

Single subject specialist.

Sandwich in design, in which students will study a period of supervised work experience, the length of which will be specified in the course requirements.

Integrated joint in design, in which students will study will normally study modules of 50% from each of two subject areas, with the combination of subjects being fully integrated to provide clear progression and learning outcomes.

Research in design, in which students at level 7 will study at least 80 credits in research-related modules.

- 1.2.7 For the award of a Bachelor's Degree with Honours, students are required to demonstrate the ability to manage their own learning and communicate this effectively through initiation of project and solution-based independent study. Students studying for Bachelor's Degree with Honours qualification may study a maximum of 60 credits at levels 5 and 6 by independent study. The composition of independent study must be clearly defined through validation, re-validation and approval processes.
- 1.2.8 For the award of a Master's Degree, students are required to demonstrate originality in the application of knowledge, self-direction in solution-based inquiry, comprehensive research evaluation skills and to communicate these abilities effectively. Students studying for a taught Master's qualification will study a minimum of 60 credits at level 7 by independent study. This may be studied concurrently with taught credits.
- 1.2.9 Students are expected to study the number of credits required for their qualifications and are not permitted to study additional credits to improve the classification of their Degree. Additional credits will be reflected on the student's Higher Education Achievement Report.
- 1.2.10 All courses leading to University of Wolverhampton qualifications will be taught in English, unless the course is validated to teach students other languages.
- 1.2.11 An Award Board of examiners will be appointed for every approved course. Courses must be considered by an Award Board on at least an annual basis.
- 1.2.12 All courses will be subject to formal review, at an interval of not more than six years.
- 1.2.13 Changes may be made to an approved course in advance of the next formal review if approved by a Faculty Academic Enhancement Committee in accordance with the limits and criteria set out in the Quality Framework at;

http://www2.wlv.ac.uk/registry/qasd/Qual%20Proc/VAAD%20Guidelines.pdf

1.3 Modular Framework

- 1.3.1 Each course will normally be made up of units of study called modules that consist of multiples of 20 credits. Modules are discrete units of assessed learning at a given level, with coherent learning outcomes.
- 1.3.2 Every module has a distinct set of learning outcomes that reflect the level of study as articulated in the FHEQ. Learning outcomes must be articulated for each module and specified in the Module Guide.
- 1.3.3 Modules are described as either core or option. Core modules are compulsory and option modules are usually in an option pool where one or more is selected. Where option modules are provided, the number and availability will be denoted in the relevant Course Guide.
- 1.3.4 Modules may also be;

A **Pre-requisite** module which must be studied and passed before a student may proceed to study a post-requisite (or subsequent) module. Modules normally only have pre-requisites designated at the previous level of study.

A **Co-requisite** module which must be studied either at the same time (usually the same semester) or in the same academic year as another module and at the same level of study.

A **Prohibited** module is one which may not be studied in combination with other modules.

- 1.3.5 All modules must include at least one summative assessment designed to enable students to demonstrate that the module learning outcomes have been met. Module Guides will detail all forms of assessment required.
- 1.3.6 Every module must be allocated to a Module Results Board and be overseen by a named External Examiner. Modules must be considered by a Module Results Board on at least an annual basis.

SECTION 2 ADMISSIONS

2.1 Introduction

- 2.1.1 These regulations include essential details about the admissions requirements by which all taught courses and modules are governed. They should be read in conjunction with the Admissions Terms and Conditions presented to applicants as part of the admissions process and Admissions Complaints process, see; https://www.wlv.ac.uk/study-here/how-to-apply/
- 2.1.2 Applicants will be provided with timely information and advice needed for them to make informed choices about courses best suited to their individual needs and circumstances and financial support and costs.
- 2.1.3 The University will inform prospective students as soon as possible of any significant changes to a course which may occur from the time of the offer being made and enrolment, and will inform successful applicants of the arrangements for enrolment, registration and induction, in accordance with the Code of Practice on Informing Students and Applicants of Changes (see; https://www.wlv.ac.uk/media/departments/office-of-the-vice-chancellor/documents/ University-Academic-Regulations-2019-2020.pdf).
- 2.1.4 For applicants outside the European Union, additional statutory requirements will operate and take precedence over the Academic Regulations. These requirements

2.2 Application to the University

- 2.2.1 All applicants to the University will be required to follow the appropriate application process for the course.
- 2.2.2 The University will not admit or allow the continuation of study for any person found to have made a fraudulent application and/or breached other standards and requirements specified by a PSRB (where relevant).
- 2.2.3 Students who have previously been excluded from any course in the University for reasons of discipline, academic misconduct, professional misconduct or fitness to practise will have no right to study at the University again (see; https://www.wlv.ac.uk/media/departments/office-of-the-vice-chancellor/documents/Fitness-for-Practice-Procedure-Revised-2018.pdf).

2.3 Entry with Recognition of Prior Learning (RPL)

- 2.3.1 Students may be admitted to the University with accredited prior learning where they have previously successfully completed relevant study at higher education level, in the UK or abroad. Students may also be admitted with accredited experiential learning on the basis of relevant prior learning which has occurred outside a formal course of study, which may include in-company training or relevant work experience.
- 2.3.2 The procedures for the assessment of prior learning are determined by the University Academic Enhancement Committee on behalf of Academic Board and set out in the guidelines for the Recognition of Prior Learning (normally a maximum of 50% from a course is permitted).
- 2.3.3 Credits acquired from a previous University of Wolverhampton qualification may normally only be used once as RPL for entry onto any future University of Wolverhampton qualification.
- 2.3.4 The total credit and level value of awarded RPL will be recorded on the student record. Any grades associated with the previous study and/or RPL will not be individually recorded and are excluded from the final classification calculations.
- 2.3.5 The minimum number of University of Wolverhampton credits students must study and pass on their current course are detailed below;

Qualification	Minimum credits required (from current course)
Bachelor's Degree (including Joint Honours, Accelerated & Single Honours)	120 credits at level 6
Bachelor's Degree Top-up (180 credits)	120 credits at level 6
Bachelor's Degree Top-up (120 credits)	60 credits at level 6
Certificate in Education	60 credits at level 4
Certificate of Higher Education / Higher National Certificate	60 credits at level 4
Diploma of Higher Education / Higher National Diploma	60 credits at level 5
Foundation and Preparatory Studies	120 credits at level 3
Foundation Degree	60 credits at level 5
Professional Graduate Certificate in Education	60 credits at level 5
Graduate Certificate	All credits must be studied and passed, no RPL permitted
Graduate Diploma	All credits must be studied and passed, no RPL permitted
Integrated Master's Degree	120 credits at level 6 and 120 credits at level 7
Research Master's Degree	100 credits at level 7 including dissertation/project
Master's Degree	100 credits at level 7 including dissertation/project
Master's Degree Top-up	All credits must be studied and passed, no RPL permitted
Postgraduate Certificate	40 credits at level 7 (60 at level 7 for PgC Education)
Postgraduate Diploma	60 credits at level 7
Sandwich Bachelor's Degree with Honours	120 credits at level 6 and 60 at level 5 of which 40 must be sandwich placement credits
Sandwich Bachelor's Degree	60 credits at level 6 and 60 at level 5 of which 40 must be sandwich placement credits
Sandwich Integrated Master's Degree	120 credits at level 7, 120 credits at level 6 and 40 sandwich placement credits at level 5 (or additional 40 sandwich placement credits if studied at level 6)
University statements of credit	All credits must be studied and passed, no RPL permitted

2.3.6 Students registered on Foundation Degrees, Undergraduate Certificates/Diplomas and Higher National Certificates/Diplomas will be permitted to progress onto a Single Honours Bachelor's Degree, Sandwich Bachelor's Honours Degree or Top-up Single Honours Bachelor's Degree, prior to completing their first award. Students with only 80 credits at level 4 or 5 may progress if they have not exhausted their reassessment opportunity to gain the outstanding credits.

SECTION 3 REGISTRATION AND ENROLMENT

3.1 Introduction

- 3.1.1 The academic year runs from 1st August to 31st July. Modules that begin before 31st July and end after 1st August will belong to the University academic year in which the module ends.
- 3.1.2 An academic calendar will be published annually by the Academic Registrar. This will include start and end dates for undergraduate and postgraduate semesters. The calendar will include dates for the current academic year, plus the following three academic years.
- 3.1.3 "Registration" is the activity confirming a student's place on a qualification or module for its full duration.
- 3.1.4 "Enrolment" is the annual process through which students formally agree to be a student member of the University for either the whole or part of the academic year, and also agree to abide by the University Regulations, Bye-Laws and their liability for annual fee payments. Third party organisations, such as employers, may be liable for payment of student fees where this is dictated by agreed sponsorship arrangements with the University. A student may therefore be registered for a qualification but not enrolled in a particular academic year (when on Leave of Absence for instance).

3.2 Student Modes of Study

3.2.1 An undergraduate full-time student is normally expected to study 120 credits in each University academic year.

An undergraduate full-time student on an accelerated course is normally expected to study 180 credits in each University academic year.

A postgraduate full-time student on a Master's course is normally expected to study 180 credits over a 12 month period.

- 3.2.2 A part-time student can study a minimum of 20 credits and a maximum of 80 credits in any University academic year.
- 3.2.3 A full-time student may request a temporary period of part-time study if they fail to meet the progression regulations on their course. During this period students will remain registered on their full-time course. Students with International status may not normally study part-time.

3.3 Enrolment

- 3.3.1 Students are responsible for ensuring that they are fully enrolled on the correct course by the course commencement date. Students may be admitted later than the course start date provided they are enrolled no later than the start of the third week of teaching according to the academic calendar.
- 3.3.2 Students not fully enrolled by the third week of teaching may be de-registered from their course.
- 3.3.3 All new students will be required to provide evidence of their identity and relevant qualifications as part of the enrolment process.
- 3.3.4 Students requiring a visa to study in the UK must ensure that they meet, both at the beginning and for the duration of the course, requirements stipulated by the UK Government and conditions of their visa.
- 3.3.5 Continuing students who do not re-enrol will be assumed to have withdrawn from their course and be presented at the next Award Board for consideration of a relevant interim qualification.
- 3.3.6 Students must ensure that all academic fees and other academic payments due to the University are paid within the academic year such costs are incurred. Students owing the University money from a previous year or course, outside any agreed limit set annually by the University, will not be permitted to enrol. Students unable to enrol, because of outstanding academic debts, will be obliged to either take a Leave of Absence or withdraw permanently from their course. Third party organisations, such as employers, may be liable for payment of student debts where this is dictated by agreed sponsorship arrangements with the University.
- 3.3.7 Any student who is not enrolled may not be covered by relevant University policies such as those relating to health & safety. It therefore follows that a student must be enrolled before engaging in any formal learning and teaching activities (including lectures, tutorials, seminars, lab work, fieldwork, clinical and vocational placements). Students who are not enrolled will be excluded from learning activities and any assessment submitted will not be marked.
- 3.3.8 Students must, at all times, ensure that the data the University holds for them are accurate. The enrolment process allows students to check and update key personal information in their record. Changes which occur at other times in the academic year must be notified to the University via the student portal. This includes notifying the University of their withdrawal, Leave of Absence, or changes to contact/emergency contact details.
- 3.3.9 If an enrolled student does not engage with their course of study within the first 50 days of the start date of the course, the Dean of Faculty will recommend to the Academic Registrar that the student is discontinued and their registration terminated. The Faculty must provide evidence that there have been repeated and reasonable attempts to contact the student and establish their engagement with the course.

3.4 Registration Periods

- 3.4.1 All students who enrol on a credit rated course validated by the University of Wolverhampton will be registered for the highest qualification validated for the course.
- Maximum registration periods will be defined for each gualification offered by the University. Where 3.4.2 registration periods differ, this is stated in the relevant Course Guide (apprenticeship students for example, may legitimately have their maximum period of registration extended, depending upon when they complete End Point Assessment).

Any significant extension to a maximum registration period should be requested exceptionally by the Course Leader (or the Conduct & Appeals Unit) on behalf of the student for consideration by the Academic Registrar. If the request is approved, the new registration period for the student is subsequently reported at the next Award Board. Extended registration periods may be supported in those instances where student progression has been unintentionally disrupted by the University or a third party and cannot normally be granted retrospectively (academic failure, financial difficulties, poor time management or work pressures for example would not be considered as legitimate reasons).

Extensions to registration periods, not including any Leave of Absence entitlements, should be granted in one month blocks and not exceed more than 12 months in total. Students may not be granted extensions on professionally accredited programmes. Students may be liable for fees for any extended period of registration.

The following table lists normal and maximum periods of registration according to qualification and mode of study;

Final / interim qualification	Mode	Normal	Max	Final / interim qualification Mode Norr	nal Max
Accelerated Bachelor's Degree with	FT	2	4	Ordinary Degree FT 3	5
Honours	D.T.		-	Ordinary Degree PT 4	8
Accelerated Bachelor's Degree with Honours	PT	4	7	Postgraduate Certificate FT 1	1
Certificate in Education	FT	1	2	Postgraduate Certificate PT 1	2
Certificate in Education	PT	2	4	Postgraduate Diploma FT 1	2
Certificate of Higher Education / Higher	FT	1	2	Postgraduate Diploma PT 2	3
National Certificate				Sandwich Bachelor's Degree FT 4	6
Certificate of Higher Education / Higher National Certificate	ΡT	2	4	Sandwich Bachelor's Degree PT 6	8
Diploma of Higher Education /	FT	2	4	Sandwich Integrated Master's Degree FT 5	7
Higher National Diploma		-	·	Sandwich Integrated Master's Degree PT 7	9
Diploma of Higher Education / Higher National Diploma	ΡT	4	6	Single and Joint Honours Bachelor's FT 3 Degree	5
Foundation Degree	FT	2	4	Single and Joint Honours Bachelor's PT 5	8
Foundation Degree	PT	3	6	Degree	0
Professional Graduate Certificate	FT	1	2	Top-up Honours Degree (120 credits) FT 1	2
in Education		-		Top-up Honours Degree (120 credits) PT 2	4
Professional Graduate Certificate in Education	PT	2	4	Top-up Honours Degree FT 2 (180 credits)	3
Graduate Certificate	FT	1	1	Top-up Honours Degree (180 credits) PT 3	4
Graduate Certificate	PT	1	2	Bachelor's Degree with Foundation Year FT 4	6
Graduate Diploma	FT	1	2	Bachelor's Degree with Foundation Year PT 6	8
Graduate Diploma	PT	2	3	Foundation and Preparatory Studies FT 1	2
Accelerated Integrated Master's Degree	FT	3	5	(Level 3) Foundation and Preparatory Studies PT 2	4
Accelerated Integrated Master's Degree	PT	5	7	Foundation and Preparatory Studies PT 2 (Level 3)	4
Integrated Master's Degree	FT	4	6	Advanced University Diploma (Level 6) FT 1	1
Integrated Master's Degree	PT	6	8	Advanced University Diploma (Level 6) PT 1	2
Research Master's Degree	FT	1	2	University Diploma (Level 5) FT 1	1
Research Master's Degree	PT	2	4	University Diploma (Level 5) PT 1	2
Master's Degree	FT	1	2	University Certificate (Level 4) FT 1	1
Master's Degree	PT	2	4	University Certificate (Level 4) PT 1	2
Top-up Master's Degree	FT	1	1	University Statement of Credit FT 1	1
Top-up Master's Degree	PT	1	1	University Statement of Credit PT 1	1
Integrated Master's Degree with Foundation Year	FT	5	7	University Statement of Preparatory FT 1 Studies	2
Integrated Master's Degree with Foundation Year	PT	7	9	University Statement of Preparatory PT 1 Studies	3

- 3.4.3 Where a student chooses to change their mode of study, the maximum period of registration will be re-calculated pro rata from the point at which the change is approved.
- 3.4.4 To be eligible to continue to study for an award a student must not exceed the maximum period of registration set for the appropriate interim awards, unless approved Leave of Absence and/or statutory leave is taken (see 3.5).

Undergraduate students achieving less than 20 credits within 12 months of commencing their studies (the minimum requirement for a University Statement of Credit) are permitted to repeat all failed modules once.

- 3.4.5 Registration periods for students admitted with Recognition for Prior Learning and for students who choose to amend their mode of attendance will be calculated pro rata. These registration periods will be recorded on the student record.
- 3.4.6 On completion of their course, or at the point they withdraw or reach the maximum study period permitted, students will receive the relevant qualification (which may be an interim award) for the highest qualification they have obtained.
- 3.4.7 Students who fail to achieve the qualification for which they are registered within the maximum registration period will normally have no right to return to study for the same course within a one year period. At this point a student may apply to study at the University and an application for recognition of prior learning may be made by the applicant.
- 3.4.8 The University will permit enrolled students to change the qualification for which they are registered to an interim qualification provided it is validated for the course on which they are enrolled. Students must notify the University of this intention.
- 3.4.9 Students may request a transfer to an alternative course and qualification at the same level provided they meet the entry criteria for that course and can complete the requirements of the new qualification within the maximum registration period granted to them when they began study on the course from which they have requested a transfer.

3.5 Leave of Absence

- 3.5.1 Students may apply to take a Leave of Absence from their course for up to a total of four semesters, or two academic years. In this event, the maximum registration period will be extended for the same period. Periods of leave undertaken due to mandatory jury service or statutory childcare (including maternity leave, paternity leave, shared parental leave and adoptive leave) will not be counted towards the maximum total of four semesters, or two academic years, and the maximum registration period will be duly extended Students may be required to fulfil specified conditions before resumption of their studies. The University cannot guarantee continuation on the same course and/or modules.
- 3.5.2 A student whose Leave of Absence has been approved for the whole or part of the year will remain registered for their course but should not attend University to study nor undertake assessments. Students completing apprenticeships must negotiate any break in learning directly with their employer (their attendance is monitored continually by the University in order to confirm the minimum 20% off the job training requirement stipulated by the ESFA).
- 3.5.3 Where a student takes a Leave of Absence during a University academic year before completing a module, any summative assessment submitted will be carried forward and will contribute to the students assessment result for that module when the student returns from Leave of Absence, provided the same assessment requirements remain.
- 3.5.4 Where a student takes a Leave of Absence and has not passed any summative assessment, the student will be required to recommence the module without academic penalty.
- 3.5.5 If a student takes a Leave of Absence because of extenuating circumstances, when they return to study they will deem themselves fit to study and the circumstances which affected their ability to study previously will not be considered a valid cause of poor performance again. The University will, however, exceptionally consider sudden or unexpected worsening of a disability and / or medical condition for a student registered with the University's Disability Advisory Team and where medical evidence is provided to confirm the condition.

3.6 Module Registration

- 3.6.1 Students will be required to confirm registration of relevant core modules and may also be required to register one or more optional modules as part of their course. The selection of any options must be confirmed within the first three weeks of teaching.
- 3.6.2 A student may request to amend their module study intention but, until any change is approved by Registry, the original registered modules will be regarded as those for which they are studying. Requests for amendment must be made within the first two weeks of teaching.
- 3.6.3 Students not registered for a module cannot study the module, cannot submit assessment for the module, nor will they be granted academic credit for the module.
- 3.6.4 Students must ensure they have studied and passed any module stated in the Module Guide as being a pre-requisite module prior to beginning post-requisite modules, otherwise they will not be granted credit for any assessed work submitted.

SECTION 4 ASSESSMENT AND PROGRESSION

4.1 Introduction

- 4.1.1 To gain academic credit, a student must demonstrate that they have achieved specified learning outcomes. Academic credit will only be awarded to students as follows;
 - a. through granted accreditation for recognition of prior learning through the defined University process,

or;

- b. successful completion of module summative assessments that meet the specified learning outcomes.
- 4.1.2 Module Results Boards and Progression and Awards Boards have delegated authority on behalf of Academic Board for ensuring regulations are correctly applied. Detail of the boards' scope and terms of reference are in the Code of Practice on Assessment Boards.

4.2 Grading Schemes

- 4.2.1 The University uses grading schemes for recording the results of summative assessment and overall module results. There are two grading schemes operating, to meet the different requirements at different academic levels.
- 4.2.2 For modules at levels 3-6, results will be recorded using the following percentage mark scheme;

Mark	Result Level 3, 4, 5 and 6
90-100%	Pass
80-89%	Pass
70-79%	Pass
60-69%	Pass
50-59%	Pass
40-49%	Pass
35-39% CP	Compensated Pass
0-34%	Fail
NS	Fail (non-submission)
GA	Held - assessment has been submitted but mark has been delayed
AM	Held
Μ	Defer - may submit assessment within the academic year the module was studied

- 4.2.3 For reference to relevant performance descriptors, from levels 3-7, please see University Policies and Regulations at; <u>https://www.wlv.ac.uk/media/departments/office-of-the-vice-chancellor/documents/University-Performance-Descriptors.pdf</u>
- 4.2.4 For modules at level 7, results will be recorded using the following percentage mark scheme;

Mark	Performance	Result Level 7
90-100%	Outstanding Pass	Pass
80-89%	Excellent Pass	Pass
70-79%	Very Good Pass	Pass
60-69%	Good Pass	Pass
50-59%	Pass	Pass
0-49%	Fail	Defer (first attempt) Fail (following second attempt)
NS	Assessment not	Defer (first attempt)
	submitted	Fail (following second attempt)
GA	Assessment grade awaited	Held - assessment has been submitted but mark / placement outcome has been delayed
AM	Academic Misconduct under investigation	Held
Μ	Valid Extenuating Circumstances	Defer - may submit assessment within the academic year the module was studied

- 4.2.5 The rules used for aggregating assessment grades to determine an overall module grade are as follows;
 - a. The weighting of each summative assessment task will be expressed as a percentage of the total assessment for a module. Where a Module Team has determined that all of the summative assessment must be passed, in order for a student to gain credit for a module, tasks are described as components within the Module Guide. Components may include some elements which can be failed. A minimum qualifying pass mark for a component may be set at validation. Each student must still be able to achieve the necessary learning outcomes for the module even if they fail an element.
 - b. Where a summative assessment is made up of more than one mark or component, the average overall grade is calculated to a maximum of two decimal points. Module Guides must clearly specify assessment components, and their elements where these are included, and how the overall grade will be calculated.
 - c. Summative assessment marks are added together (according to their weighting) to give an overall module grade.
 - d. No rounding up of decimal points will occur until the calculation of the overall module grade at which time scores of 0.50 0.99 will be rounded up. Scores of 0.01 0.49 are rounded down.
 - e. Module compensation will be assumed unless otherwise stated at validation (see 4.4).
- 4.2.6 If a student is unable through disability or injury to be assessed by normal methods specified in the Module Guide, the Disability Advisory Team will review and determine the feasibility of an alternative and appropriate method of assessment in consultation with the Subject Leader.

4.3 Failure

- 4.3.1 The grade ONS will be awarded to all students who do not submit assessment.
- 4.3.2 Assessment submitted after the published submission deadline, will be awarded a 0NS.
- 4.3.3 Students who fail a module at the first attempt at levels 3-7 will be permitted to attempt the failed summative assessment task(s) again. This resit attempt must be taken at the first opportunity within academic year the module was studied, unless valid extenuating circumstances are approved. Students at levels 3-6 may be offered a further resit (third attempt) for Semester 1 modules within the same academic year where scheduling permits.
- 4.3.4 Students who successfully resit a failed summative assessment at Level 5 or above will be awarded a pass (40% at Undergraduate and 50% at Postgraduate) for this resit attempt. Resit marks at levels 3-4 will not be capped, provided the student has attempted the assessment and gained a mark of at least 20%. For any summative assessment tasks being awarded a capped pass, the pass awarded will contribute towards the overall module grade.
- 4.3.5 Students who fail a module will be permitted to repeat the module, subject to the relevant continuation and progression regulations. The University cannot guarantee that all modules will be available to be repeated, in which case the student will be required to take a replacement module. A student who fails an option module may study a suitable substitute module rather than repeat the module they have failed.
- 4.3.6 In summary, at levels 5-7, the grade awarded to students repeating assessment tasks or taking a replacement module will be restricted and the maximum grade for the repeated component or module will be 40% at Undergraduate and 50% at Postgraduate. Grades awarded to students repeating assessment tasks or taking replacement modules at levels 3-4 will only be capped where the student has failed to submit or has previously been awarded a mark lower than 20%.
- 4.3.7 Where students pass a module they will have no further right to take re-assessment of the specific learning outcomes associated with that module, unless the student has been granted permission to submit assessment again because their claim for extenuating circumstances was accepted as valid. This submission must normally occur within the academic year that the module was studied.

4.4 Compensation

4.4.1 Compensation for marginal failure (35-39%) in a module is permitted at levels 3-6 only.

There is no compensation for the following;

- a. modules taken at level 7
- b. sandwich placement modules, work-based or work-related modules
- c. Independent Study Module (in courses where independent study is assigned to a specific module).
- 4.4.2 Provided students have passed modules worth a minimum of 80 credits at the same level (100 credits at level 6), marginal failure (35-39%) will be compensated by Awards Boards as follows;

Qualification	Level 3 maximum	Level 4 maximum	Level 5 maximum	Level 6 maximum	Maximum total
Certificate in Education, Graduate Certificate, Professional Graduate Certificate in Education, Graduate Diploma		Compe	nsation not pe	ermitted	
Certificate of Higher Education, Higher National Certificate	-	40	-	-	40
Diploma of Higher Education, Higher National Diploma, Foundation Degree	-	40	40	-	80
Accelerated, Single Honours, Joint Honours, Sandwich, Integrated Master's Degree	-	40	40	20	100
Bachelor's Degree with Foundation Year, Integrated Master's Degree with Foundation Year	40	40	40	20	140
Top-up Honours Degree	-	-	20	20	40
Foundation and Preparatory Studies	40	-	-	-	-

- 4.4.3 For levels 3-6 on eligible modules/awards listed above, a marginal failure will be considered for compensation in the following way;
 - a. Compensation will be applied by the board of examiners at the end of each level.

b. A student who receives a fail grade, and following their resit is awarded a lower grade for the resit attempt, the higher fail grade will be considered by the board.

c. The recipient of a Pass by Compensation (35-39% CP) will not have the right to resit assessment in that module. Students compensated will gain the credit for the module but the module mark will not be changed, will be shown on their transcript and may count towards the classification of their award.

- 4.4.4 Where Professional, Statutory, Regulatory Bodies do not permit compensation, students will normally be permitted an additional resit attempt in assessment in modules, provided students have passed modules worth a minimum of 80 credits at the same level, as follows;
 - a. a maximum of 40 credits at level 4
 - b. a maximum of 40 credits at level 5
 - c. a maximum of 20 credits at level 6
 - d. Overall, a maximum of 100 credits for Bachelor's and Bachelor's Honours degrees.

An additional resit attempt will not be permitted for;

- e. identified work-based or work-related modules at level 5 or 6; or
- f. the Independent Study Module.

4.5 Continuation and Progression

4.5.1 For undergraduate courses lasting more than one year (with the exception of Graduate Certificate and Graduate Diploma qualifications), in order to progress from one year to the next, full-time students will;

a. have passed at least 80 credits

- b. be in a position to recover any failure
- c. not have exceeded the maximum registration period for their award

d. have passed all modules at level 3 before commencing level 5 and have passed all modules at level 4 before commencing level 6.

4.5.2 Full-time students who are unable to progress to the following level may return to continue or repeat their studies at the same level on either a full-time or part-time basis. In such cases students will;

a. study a maximum of 80 credits (100 credits for Accelerated Single Honours Degrees) and be registered as part-time

- b. study the modules previously failed or deferred or substitutes for the failed modules
- c. be in a position to recover any failure; and
- d. not have exceeded the maximum registration period for their award.
- 4.5.3 For undergraduate courses lasting more than one year (with the exception of Graduate Certificate, Graduate Diploma and Accelerated Single Honours Degree qualifications) in order to progress from one year to the next, part-time students will;
 - a. be in a position to recover any failure
 - b. have no more than 40 credits outstanding from modules already studied
 - c. be in a position to not exceed the maximum period over which an award or interim award may be studied.
- 4.5.4 Part-time students unable to progress to the next year of study may return to continue or repeat their studies at the same level. In such cases students will;
 - a. study modules previously failed or deferred or substitutes for failed modules
 - b. study a maximum of 20 credits from the next level
 - c. be in a position to recover any failure
 - d. not have exceeded the maximum registration period for their award.

- 4.5.5 Full-time students on Graduate Certificate and Graduate Diploma qualifications, who fail to achieve 60 credits or 120 credits respectively, will;
 - a. only study modules previously failed or deferred or substitutes for failed modules;
 - b. be in a position to recover any failure
 - c. not have exceeded the maximum registration period for their award.
- 4.5.6 Part-time students on Graduate Certificate and Graduate Diploma qualifications, in order to continue from one year to the next, will;
 - a. be in a position to recover any failure
 - b. have no more than 20 credits outstanding from modules already studied
 - c. not have exceeded the maximum registration period for their award.
- 4.5.7 Students on postgraduate and Master's qualifications lasting more than one year, in order to continue from one year to the next, will;
 - a. be in a position to recover any failure
 - b. not exceed the maximum period over which an award or interim award may be studied.
- 4.5.8 Students intending to progress onto level 7 of an Integrated Masters course must achieve a minimum of a lower second class degree classification on completion of level 6 according to the calculations in table 5.2.
- 4.5.9 Students following non-standard delivery patterns (such as Semester 2 enrolment), where entitlement to progress from one level or year to the next may not be confirmed according to clauses 4.5.1 to 4.5.8 above, the relevant Assessment Board is required to exercise discretion.

Exceptionally, and where PSRB regulations allow, students in this situation will be allowed to re-enrol on the condition that eligibility to continue on their course is confirmed by the Assessment Board. Where eligibility to proceed is not confirmed, students will be discontinued from that level or year of their course, in line with the decision of the Assessment Board and normally within four weeks of the start date of that level or year of their course.

4.6 Extenuating Circumstances and Extensions

4.6.1 If a student believes they have a valid reason (such as illness) for not completing a piece of summative assessment in advance, they must follow the University Fit to Sit and Extenuating Circumstances Policy, which includes the need to provide independent evidence in order to ensure that each case is assessed fairly as follows;

a. Before submitting work, or attend examinations, students are required to declare themselves as 'fit to sit' by confirming they are not aware of any extenuating circumstances which could affect their performance during the relevant assessment and therefore cannot subsequently claim mitigation.

If a student does submit work for which an extenuating circumstances claim has already been granted, it will and be marked, the grade awarded and the extenuating circumstances claim nullified.

b. Retrospective claims for mitigation may be considered exceptionally within 10 working days of the original examination or submission date, and prior to publication of results, after which these must follow the University Academic Appeals procedure no later than

20 working days after the publication of results.

c. Students who are affected by unforeseen circumstances during an examination, may be able to claim extenuating circumstances. If granted, no grade will be awarded for the examination at the first attempt.

- 4.6.2 Students with accepted extenuating circumstances on the first sit of a piece of summative assessment (where that work has not been submitted) are expected to submit the assessment at the next published opportunity. If they do not do so, they will be required to resit the assessment. The grade will be awarded in accordance with Section 4.3 of these regulations.
- 4.7 Late Submissions and Extensions
- 4.7.1 Students may submit work up to 7 calendar days after the published submission date in accordance with the University Late Submission & Extension Policy and Procedure.
- 4.7.2 Students with a valid reason, as defined in the University Late Submission & Extension Policy and Procedure, may apply for an extension to the submission date of up to 7 calendar days.

4.7.3 Students without a valid reason, as defined in the University Late Submission & Extension Policy and Procedure, may submit work up to 7 calendar days after the published deadline but the mark will be subject to a penalty as follows;

a. Up to 2 days after the published deadline - a deduction of 10% of the maximum mark available from the actual mark achieved by the student.

b. After 2 days and up to 7 days after the published deadline - a deduction of 20% of the maximum mark available from the actual mark achieved by the student.

- 4.7.4 The final mark for the assessment, after penalty has been imposed, will not fall below the minimum pass mark for that assessment.
- 4.7.5 If the awarded mark for the assessment was already below the pass mark, prior to late submission penalty, the awarded mark will stand as the final mark.
- 4.7.6 These regulations do not apply to assessments submitted in a published resit period.

SECTION 5 - AWARDS

5.1 Qualification / credit requirements

5.1.1 To be eligible for a qualification (including where applicable the relevant interim award as specified in the Course Guide), a student will normally need to have passed the following credit requirements;

Qualification	Total credits required	Level 4	Level 5	Level 6	Level 7	Interim award
Higher National Certificate	120	120				
Higher National Diploma	240	120	Minimum 120			Certificate of Higher Education
Foundation Degree	240	120	Minimum 120 at level 5			Certificate of Higher Education
Bachelor's Degree (Honours)	360	120	240 at level which a mir 120 must b	nimum of		Bachelor's Degree; Diploma of Higher Education; Certificate of Higher Education; Bachelor's Degree
Bachelor's Degree	300	120	180 at level which a mir must be at	nimum of 60		Diploma of Higher Education; Certificate of Higher Education
Diploma of Higher Education	240	120	Minimum 1 5/6	20 at level		Certificate of Higher Education
Certificate of Higher Education	120	Minimum of 1 4/5	120 at level			
Bachelor's Degree (Honours) with Foundation Year	480	Minimum of 120 at level 3 and 120 at level 4	240 at level which a mir 120 must b	nimum of		Bachelor's Degree; Diploma of Higher Education; Certificate of Higher Education; Foundation and Preparatory Studies
Bachelor's Degree with Foundation Year	420	Minimum of 120 at level 3 and 120 at level 4	180 at level which a mir must be at l	nimum of 60		Diploma of Higher Education; Certificate of Higher Education; Foundation and Preparatory Studies
Sandwich Bachelor's Degree with Honours	400	120	280 at level which a mir 120 must b	nimum of		Bachelor's Degree; Diploma of Higher Education; Certificate of Higher Education
Sandwich Bachelor's Degree	340	120	220 at level which a mir must be at	nimum of 60		Diploma of Higher Education; Certificate of Higher Education

continued...

Qualification	Total	Level 4	Level 5	Level 6	Level 7	Interim award
	credits required					
Top-up Bachelor's Degree with Honours	120 min - 180 max		Max 60	120		Top-up Bachelor's Degree
Top-up Bachelor's Degree	60 min - 120 max		Max 60	60		
Graduate Diploma	120			120		Graduate Certificate
Graduate Certificate	60			60		
Graduate Certificate in School Teaching	100			100 at level	s 6 or 7	
Graduate Certificate in Teaching Studies	60			60 at levels	6 or 7	
Certificate in Education	120	Minimum of 12	20 at level 4/5			
Professional Graduate Certificate in Education	120		Minimum 120 5/6) at level		Certificate in Education
Integrated Master's Degree	480	120	240 at levels which a minir must be at le	mum of 120	120	Bachelor's Degree with Honours; Bachelor's Degree; Diploma in Higher Education; Certificate in Higher Education
Integrated Master's Degree with placement	520	120	280 at levels which a minir 120 must be (includes 40 a level 5 or 6 sa placement cr	mum of at level 6 additional andwich	120	Bachelor's Degree with Honours; Bachelor's Degree; Diploma in Higher Education; Certificate in Higher Education
Integrated Master's Degree with Foundation Year	600	Minimum of 120 at level 3 and 120 at level 4	240 at levels which a minir must be at le	mum of 120	120	Bachelor's Degree with Honours; Bachelor's Degree; Diploma in Higher Education; Certificate in Higher Education; Foundation and Preparatory Studies
Research Master's Degree	180				180	Postgraduate Diploma; Postgraduate Certificate
Master's Degree	180				180 (60 must be dissertation/ project)	Postgraduate Diploma; Postgraduate Certificate
Master's Top-up Degree	60				60 must be dissertation/ project	
Postgraduate Certificate	60				60	
Postgraduate Certificate in Education (H)	120		Max 60	Min 60		
Postgraduate Certificate in Education (M)	120			60	60	Graduate Certificate
Postgraduate Diploma	120				120	Postgraduate Certificate
Practice Certificate in Independent Prescribing	40				40	
Advanced University Diploma	60			60		
University Diploma	60		60			
University Certificate	60	60				
Foundation and Preparatory Studies	120 (level 3)					

- 5.1.2 Where credit has been achieved that is insufficient for an interim / exit award, or where none exist, a University Statement of Credit will be awarded via the student transcript.
- 5.1.3 For students at levels 3-6, a total of 120 credits are required for a University Statement of Preparatory Studies, with no interim awards.

5.2 Classification of Bachelor's Degrees with Honours (excluding Sandwich Degrees)

For students on courses in specified sections below, if the total credits have been passed, a further classification is applied. All other awards do not carry any additional classification.

5.2.1 The classification of Honours Degrees will be calculated using a percentage grade average (and, where applicable) borderline profiling method, shown in the table below;

Classification	Percentage Average	Criterion for award of the higher class
First	70 - 100%	
First/Upper Second border range	67.01% - 69.99%	Student must have 70% or above in at least 60 credits gained at level 6 (or at level 7 for integrated masters)
Upper Second	60% - 67%	
Upper/Lower Second border range	57.01% - 59.99%	Student must have 60% or above in at least 60 credits gained at level 6 (or at level 7 for integrated masters)
Lower Second	50% - 57%	
Lower Second/Third border range	47.01% - 49.99%	Student must have 50% or above in at least 60 credits gained at level 6 (or at level 7 for integrated masters)
Third	40% - 47%	

5.2.2 The percentage grade average will be based on the grades from the student's best credits taken at the University of Wolverhampton on their current course as detailed in table below. Marginal fails at 35-39%, where a pass by compensation has been awarded, will be counted towards the percentage average if they fall within the best results as defined below. Students will be considered to be in the borderline zone if their percentage grade average falls within the levels shown in table in Section 5.2.1 or they meet the criteria listed below;

Number of UofW credits taken on current course	Percentage average based on best results from	Borderline zone criteria
240-360	180 level 5 and level 6 credits; at least 100 credits must be at level 6 and include an independent study/project module.	100 credits or more of the grades achieved in the 180 selected credits are in a higher class than indicated by the grade average.
160-220	160 level 5 and level 6 credits; at least 100 credits must be at level 6 and include an independent study/project module.	100 credits or more of the grades achieved in the 160 selected credits are in a higher class than indicated by the grade average.
Fewer than 160	100 level 6 credits and include an independent study/project module.	60 credits or more of the grades achieved in the 100 selected credits are in a higher class than indicated by the grade average.

5.2.3 Students undertaking a Bachelor's Degree (Bracketed - Specialist) with Honours must have passed at least 80 credits at level 6 in the specialist subject.

5.3 Classification of Sandwich Bachelor's Degrees with Honours

5.3.1 The percentage grade average will be based on the grades from the student's best credits taken at the University of Wolverhampton on their current course as detailed in table below.

Students will be considered to be in the border zone if their percentage grade average falls within the levels shown in table in Section 5.2.1 or they meet the criteria listed below;

Number of UofW credits taken on current course	Percentage average based on best results from	Percentage average based on best results from
280-400	220 level 5 and 6 credits; at least 100 credits must be at level 6 and include an independent study/project module and a 40 credit, level 5 sandwich placement module.	120 credits or more of the grades achieved in the 220 selected credits are in a higher class than that indicated by the grade average.
180-260	160 level 5 and 6 credits; at least 100 credits must be at level 6 and include an independent study/project module and a 40 credit, level 5 sandwich module.	100 credits or more of the grades achieved in the 180 selected credits are in a higher class than that indicated by the grade average.

5.4 Classification of Integrated Master's Degrees

5.4.1 In addition to meeting the credit requirements for the qualification, the grades achieved in all modules studied at level 5, level 6 and level 7 will be used in calculating the classification.

Students will be considered to be in the border zone if their percentage grade average falls within the levels shown in table in Section 5.2.1 or they meet the criteria listed below;

Number of UofW credits taken on current course	Percentage average based on best results from	Borderline zone criteria	
480-600	120 level 5, level 6 and level 7 credits; at least 60 credits must be at level 7 and include an independent study/ project module.	60 credits or more of the grades achieved in the 120 selected credits are in a higher class than indicated by the grade average.	

The average of each level is then aggregated according to the weightings in the table below (this will also include the 40 sandwich placement credits where this option is selected);

Level	Weighting
5	20%
б	30%
7	50%

5.4.2 For students admitted with RPL directly to level 6, the grades achieved in all modules studied at level 6 and level 7 will be used in calculating the classification. The average of each level is then aggregated according to the weightings in the table below;

Level	Weighting
б	50%
7	50%

5.5 Classification of Foundation Degrees

5.5.1 In addition to meeting the credit requirements for the qualification, a Foundation Degree may be awarded with Merit or Distinction as follows;

Qualification	Pass with Merit criteria	Pass with Distinction criteria	
Foundation Degree	At least 80 credits at grade 60% or above at level 5.	At least 80 credits at 70% or above at level 5.	

5.6 Classification of Master's Degrees

5.6.1 In addition to meeting the credit requirements for the qualification, a Master's Degree may be awarded with Merit or Distinction as follows;

Number of UofW credits taken on current course	Pass with Merit criteria	Pass with Distinction criteria
180	At least 120 credits at 60% or above, including research project/dissertation.	At least 120 credits at 70% or above, including research project/dissertation.
140-160	At least 100 credits at 60% or above, including research project/dissertation.	At least 100 credits at 70% or above, including research project/dissertation.
100-120	At least 80 credits at 60% or above, including research project/dissertation.	At least 80 credits at 70% or above, including research project/dissertation.

5.7 Classification of Higher National Certificates and Higher National Diplomas

5.7.1 In addition to meeting the credit requirements for the qualification, an HNC or HND may be awarded with Merit or Distinction as follows;

Qualification	Pass with Merit criteria	Pass with Distinction criteria
HNC	At least 80 credits at grade 60% or above at level 4.	At least 80 credits at 70% or above at level 4.
HND	At least 80 credits at 60% or above at level 5.	At least 80 credits at 70% or above at level 5.

5.8 Credit awarded outside the University

5.8.1 Grades gained in modules owned and delivered by another educational institution will normally be excluded from the calculation of an Honours Degree classification. Exceptions to the exclusion may be approved at validation. In these cases, the following arrangements must be followed by Award Boards;

a. The Award Board shall consider whether the student's proposed classification is the result of the effect of the mean of grades from other institutions that is significantly higher (or lower) than the typical performance of the student as reflected in the grades achieved in the University of Wolverhampton modules taken on the current course.

b.If the mean performance at the other Institution is no more than three grade points higher(or lower) than the student's mean performance on University modules, then the classification produced by the classification algorithm will be confirmed.

c.Where the performance at the other Institution is more than three grade points higher (orlower) than the overall performance on University of Wolverhampton modules, a lower (orhigher) classification will be awarded. The lower (or higher) classification will bedetermined by the student's performance on University of Wolverhampton modules.

5.9 Interim Awards

- 5.9.1. Interim awards will not normally be awarded to students as they accumulate credits towards a higher qualification.
- 5.9.2 Students who fail to achieve the award for which they are registered within their registration period will have no right to study for this qualification. They will be awarded the highest interim award for which they are eligible that is validated for the course they have studied.

5.10 Aegrotat Awards

- 5.10.1 An Aegrotat award may be recommended when an Award Board has incomplete evidence of the student's performance to be able to recommend the award (or interim award) but is satisfied that, but for illness or other valid causes, the student would have reached the standard required. In these circumstances, the student (or a person duly authorised by the student to act on their behalf) must have signified, in writing, that s/he is willing to accept the award and that any possibility of reassessment has been waived. In the case of posthumous awards, the Award Board will normally recommend the target award for which the student was enrolled. Aegrotat awards do not carry any classification or distinction.
- 5.10.2 Recommendations for Aegrotat awards must be approved by the Academic Registrar prior to confirmation.

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STUDENT CONDUCT

The University of Wolverhampton aims to foster a community with an atmosphere of trust, harmony and mutual respect. Good standards of communal life need to be maintained for the benefit of all members.

The University expects students to also show proper concern in their behaviour generally and in particular where this might reflect on the reputation of the University, and of its members.

See https://www.wlv.ac.uk/current-students/conduct-and-appeals/student-conduct/

Academic Misconduct

The University of Wolverhampton is committed to ensuring the academic integrity of the courses we offer. We take pride in the academic honesty of our students but sometimes academic misconduct occurs, and when it does the Conduct and Appeals Unit will take action.

Academic misconduct includes plagiarism, collusion and cheating are defined below and may be deliberate or unintentional. Whatever form it takes it will be thoroughly investigated and penalties will be applied if proven.

Cheating is defined as any attempt to gain unfair advantage in an assessment by dishonest means. Examples include (but are not limited to):

- Being in possession of "crib notes" during an examination
- Breach of examination regulations
- · Copying from the work of another student
- Stealing another student's work
- Prohibited communication during an examination
- · Unauthorised use of electronic devices
- · Submitting essays downloaded from the internet
- · Commissioning of an assessment from a third party
- Impersonation of another student

Plagiarism is the act of taking someone else's work and passing it off as your own. This includes incorporating either unattributed direct quotation(s) or substantial paraphrasing from the work of another/others/or yourself.

It is important to cite all sources whose work has been drawn on and reference them fully in accordance with the required referencing standard used in each subject area.

Collusion is when two or more people combine to produce a piece of work for assessment that is passed off as the work of one student alone. The work may be so alike in content, wording and structure that the similarity goes beyond what might have been coincidence. For example – where one student has copied the work of another, or where a joint effort has taken place in producing what should have been an individual effort.

Full details of the procedure and advice and guidance on how to avoid academic misconduct are published on the University's website: <u>https://www.wlv.ac.uk/current-students/conduct-and-appeals/academic-misconduct/</u>

Academic Appeals

The University Academic Appeals procedure is in place to enable students to appeal against the decisions of an Assessment Board, for example where a grade has been recorded incorrectly or there has been or an error in the application of the University regulations in a decision regarding progression, completion or conferment. This process can also be used to appeal against the outcome of an Extenuating Circumstances claim.

Complaints

The University is committed to high standards of service and over the course of your studies you will have many opportunities to give us feedback on your experience. Occasionally, however, you may feel that this is not sufficient to address a concern you have and you may wish to raise a complaint.

The University takes all complaints seriously. Many are resolved quickly and informally between the parties concerned, and we strongly recommend you raise your concerns as soon as a problem arises. Dealing with a problem early may prevent it from getting bigger and more difficult to resolve.

However, where an informal resolution is not possible, the Conduct and Appeals Unit is there to provide an effective and efficient service, enabling complaints to be resolved without recrimination and in a confidential manner. Full details of the University's Student Complaints Procedure are provided on the website: <u>https://www.wlv.ac.uk/current-students/conduct-and-appeals/current-student-complaints/</u>

REFUND AND REMEDY POLICY

1. Introduction

The University of Wolverhampton has published a Student Protection Plan which is designed to assure current and future students that the University has appropriate measures in place to ensure the continuation of study should the need arise.

This policy details the circumstances in which refund or remedy may be applied in the unlikely event that the University is unable to provide continuation of study, this is part of the requirements of the Office for Students. It should be noted that the University is committed to ensuring that wherever possible, all students are able to complete their studies and the Refund and Remedy Policy is considered to be a last resort and identifies the risk of being unable to protect continuation of study. However, should this situation occur refund and/or remedy would be considered for affected students.

This Policy should be read in conjunction with:

- a. The Student Protection Plan
- b. The Tuition Fee Liability, Debtor & Refund Policy.

2. Scope

This policy covers non-continuation of study and breaches of contract by the University. See section 4 for further information.

The policy does not apply to changes or terminations to programmes where all registered students who would normally have expected to complete at the date of termination have done so.

The policy will not normally apply to individuals who have completed the studies at the University.

3. Definitions

Refund

A repayment of money paid to the University or a reduction in the amount of money owed in the future to the University. This could include, but is not limited to, tuition fees, other course costs or accommodation costs.

Remedy

Action taken (financial or non-financial) to recognise and rectify a loss experienced by the student as a result of action or inaction by the University for either:

a) costs incurred by the student and paid to someone other than the University

b) compensation for material disadvantage to the student arising from failure by the University to discharge its duties properly.

4. The Policy

Non-Continuation of Study

The University recognises that there may be occasions where it is necessary to close a course or a programme. In such circumstances, the University will use reasonable endeavours to enable enrolled students to continue with their studies via teach out of the course or programme.

Where such teach out arrangements are not appropriate or reasonably practicable, the University will seek to identify and put in place another remedy to facilitate the continuation of studies for the students affected.

The risk of an enrolled student being unable to continue their studies due to a failure of the University to perform its contractual obligations is therefore very low. However, in the event that this situation occurs, the University will make provision for the refund of a proportion (or all) of the tuition fees that have been paid by or on behalf of the affected student and/or will make a payment in relation to any wasted or additional costs which have been or will be incurred by the affected student.

The amount of tuition fees refunded and the amount of any wasted or additional costs that will be paid will be calculated using the principles of consumer and contract law. For example, if a course closes part way through Year 2 and the student is only able to transfer onto a course at a different institution at the start of Year 2 then the University will refund any tuition fees paid in relation to Year 2 onwards and compensate the affected student for wasted maintenance costs.

Breach of Contract by the University

The University recognises that there may be rare instances where it fails to meet a contractual obligation that it owes to a student. In such circumstances, both the University and the affected student will seek to work together to remedy the issue. In most cases, the remedy will not involve financial compensation. For example, if a substandard service has been delivered, the student may be offered repeat study at a reduced price.

Where appropriate in accordance with the principles of consumer and contract law, the University may refund a proportion (or all) of the tuition fees that have been paid by a student and/or make a payment to compensate the student for loss or damage suffered as a result of the University's failure to meet its contractual obligations and may include provision for:

- maintenance costs
- lost time
- · additional tuition costs
- · travel costs as a result of relocation of provision.

If a student has a complaint in relation to the University's performance of its contractual obligations then they should raise this under the Student Complaint Process. Note that the Student Complaints Process also permits a group of students to complain about an issue. If a complaint is upheld then the University will seek to implement the most appropriate remedy as soon as practicable.

Payments

Approved refunds will strictly be paid in the same method and to the same account as the money was originally received. Evidence of payment and copy bank statement will be required to verify details.

This is to comply with money laundering regulations and no exceptions can be made.

All refund and remedy payments will be paid in line with the Refund policies and within 14 days of the agreement that the payment is due.

TUITION FEE LIABILITY

1. Introduction

Here at the University of Wolverhampton we value every individual student, and we are committed to supporting you to succeed during your time at the University. We do understand that issues and outside pressures can arise whilst you are with us which may impact on your studies. As a University we have a number of support services and options available to you which will help support you to continue with your studies. We encourage you to contact us to discuss your situation should you find yourself questioning whether you are able to continue. Please speak with your personal tutor who will be able to advise you and get you to the people who can give you the personal support that you need. If you are unsure who your personal tutor is then you will find their details on your e:Vision account or alternatively ask at your Faculty Student Support Office and they will be able to tell you. However, some useful links to support are given below:

If your financial circumstances are affecting your studies the University provides the following advice and support to help smooth your path through University:

- If you are having trouble paying your fees we offer advice which can be found on the "Trouble Paying?" webpage https://www.wlv.ac.uk/study-here/money-matters/how-to-pay/trouble-paying/
- If you are having problems with a student loan you can visit the team in MI001 who can liaise with Student Finance England on your behalf, for more information go to https://www.wlv.ac.uk/study-here/money-matters/financial-support/
- If you are experiencing more general financial difficulties the University you will find details of the support services available within the University at <u>https://www.wlv.ac.uk/study-here/money-matters/financial-support/</u>

If you have difficulties which are not finance related then our student support website https://www.wlv.ac.uk/current-students/student-support/ can also link you with other sources of support available at the University such as study skills, mental health or wellbeing, disability, or English language support, amongst others.

In addition to this the Students' Union also offers impartial and confidential advice and guidance on all aspects of student life. Details are available at https://www.wolvesunion.org/advice/

The following sections give details of a student's fee liability or entitlement to a refund on withdrawal from a course at the University as governed by University Bye Law 4 https://www.wlv.ac.uk/media/departments/office-of-the-vice-chancellor/documents/Bye-Law-4--Aug-2016.pdf

For the purpose of this document, it should be noted that term dates are really important to Student Finance as they determine when our students are paid and how much they are paid depending on how long they study during the academic year. However, like most Universities, the University of Wolverhampton operates on a semester based calendar. The undergraduate academic calendar normally starts in September and ends in May and teaching takes place over two semesters, each followed by an assessment period. Postgraduate courses are usually two teaching blocks plus a period for the independent study project. They normally span a maximum of 12 months of an academic calendar.

It is therefore necessary to set term dates to ensure student payments are spread out throughout the academic year. It is important we maintain the three terms in accordance with Student Loan Company (SLC) systems.

Please refer to the Student Loans Company guidance for term dates 2019/20 under Tuition Fees at https://www.wlv.ac.uk/about-us/governance/legal-information/policies-and-regulations/

2. Level: Undergraduate Mode: Full Time Sponsor: Any, SLC, employer, student Fee Status: Home and EU¹ (For Overseas go to section 9)

Points of confirmed enrolment are required at three separate liability points in the academic year, based on term dates given to the Student Loans Company. The Payment of tuition fees will be required in three instalments -25%, 25% & 50%. The dates of fee liability are shown below:

September cohort fee liability and dates

Dates	*Liability	**Refund	Liability Point
23/09/2019 - 06/10/2019 Midnight	0%	100%	Liability 0 (L0) Cooling off period
07/10/19 - 05/01/2020 Midnight	25%	75%	Liability 1 (L1)
06/01/2020 - 05/04/2020 Midnight	50%	50%	Liability 2 (L2)
06/04/2020 – End of academic year	100%	0%	Liability 3 (L3)

January cohort fee liability and dates

Dates	*Liability	**Refund	Liability Point
20/01/2020 - 02/02/2020 Midnight	0%	100%	Liability 0 (L0) Cooling off period
03/02/2020 - 05/04/2020 Midnight	25%	75%	Liability 1 (L1)
06/04/2020 - 20/09/2020 Midnight	50%	50%	Liability 2 (L2)
21/09/2020 – End of academic year	100%	0%	Liability 3 (L3)

* Student liability in percentage terms of full fee.

** This is maximum potential refund that will be given; the actual refund will depend on how much has been paid. Deposits will not be refunded.

3. Level: Undergraduate Mode: Part-time Sponsor: Any, SLC, employer, student

Fee Status: Home and EU (Standard part time courses are not available to Tier 4 students)

Liability for part-time undergraduate students will be based on enrolment at any point during each semester and for 100% of modules registered in that semester.

For 2019/20 courses, this means that the following tuition fee is due where a student is enrolled on or after the following dates:

September cohort part time fee liability and dates

First day of semester 1	23 September 2019	No charge
Plus 14 days	07 October 2019	Cost of all modules in semester 1*
Start of Semester 2	20 January 2020	Cost of all modules in semester 2*

January cohort part time fee liability and dates

First day of semester 2	20 January 2020	No charge
Plus 14 days	03 February 2020	Cost of all modules in semester 2*
Start of Semester 1	21 September 2020	Cost of all modules in semester 1*

*Where no modules have been registered, the credits will be based on the minimum number a part- time student may register as set out the academic regulations, in 2019/0 this will be 20 credits.

https://www.wlv.ac.uk/about-us/governance/legal-information/policies-and-regulations/academic-regulations/

Example:

Student registers 2 modules in semester 1 (£1983) and 1 module in semester 2 (£992) and withdraws at the end of SLC term 1. Student is liable for 100% of the fee for the 2 modules registered in semester 1 (£1983).

Please note that the SLC will only pay 25% of the total £2975.00 = £743.75 and the student will be charged the balance £1239.25 of the 2 modules registered in semester 1. This is because the fee liability for the University operates on semesters and the Student Loans Company operates on terms. Please refer to the Student Loans Company guidance for term dates 2019/20 under Tuition Fees at https://www.wlv.ac.uk/about-us/governance/legal-information/policies-and-regulations/

4. Level : Postgraduate Masters Level Mode: Full-time Sponsor: Any - SLC, employer, student Fee Status: Home and EU (for Overseas go to section 9)

Postgraduate students will pay or make arrangements to pay the fees for the course on enrolment. Fee liability will be based upon the SLC payment dates.

To align with the Government's introduction of PG loans for Masters level awards the SLC will make payments following the University confirming registration on or after the SLC term 1 start date, then last Wednesday of 4th and 7th month after course start. The payments are split 33% - 33% - 34%.

For 2019/20 courses, this means that the following tuition fee is due where a student is enrolled on or after the following dates:

Postgraduate Masters level - 180 credits Duration = 12 months Academic calendar is for 3 semesters

- Semester 1 = 23 September 2019 17 January 2020 = 60 credits (33%)
- Semester 2 = 27 January 2020 22 May 2020 = 60 credits (33%)
- Semester 3 = 25 May 2020 18 September 2020 = Dissertation 60 Credits (34%)

September/January Postgraduate Masters full time liability and SLC PG loan payment dates

Start date Sept 2019	Start date Jan 2020	Liability	SLC PG Loan Payments
23 September 2019	21 January 2020	0	1st Day of semester
Plus 14 days	Plus 14 days	33%	-
22 January 2020	27 May 2020	33%	4th Wednesday of 4th month
27 May 2020	26 August 2020	34%	4th Wednesday of 7th month

For courses starting other than September or January the same principles will apply.

5. Level: Postgraduate Masters level Mode: Part-time Sponsor: Any - SLC, employer, student Fee Status: Home and EU (Standard part time courses are not available to Tier 4 students)

Postgraduate Masters level - 180 credits Duration = 2 Years

Postgraduate students will pay or make arrangements to pay the fees for the course on enrolment. Liability for part-time students will be based on enrolment at any point during each semester and for 100% of modules registered in that semester.

Depending upon when your course commences, your fees will be charged based on the period of liability as shown in the tables below.

September cohort part time fee liability and dates

First day of semester 1	23 September 2019	No charge
Plus 14 days	07 October 2019	Cost of all modules in semester 1*
Start of Semester 2	20 January 2020	Cost of all modules in semester 2*

January cohort part time fee liability and dates

First day of semester 2	20 January 2020	No charge
Plus 14 days	03 February 2020	Cost of all modules in semester 2*
Start of Semester 1	21 September 2020	Cost of all modules in semester 1*

*Where no modules have been registered, the credits will be based on the minimum number a part-time student may register as set out the academic regulations, in 2019/20 this will be 20 credits.

https://www.wlv.ac.uk/about-us/governance/legal-information/policies-and-regulations/academic-regulations/

Example:

Student registers 2 modules in semester 1 and 1 module in semester 2 and withdraws at the end of SLC term 1. Student is liable for 100% of the fee for the 2 modules registered in semester 1.

6. Level : Postgraduate Diploma Level Mode: Full-time & Part-time Sponsor: Any - employer, student Fee Status: Home and EU

Postgraduate Diploma level - 120 credits Duration Full time = 9 months Part time = 2 years

Academic calendar is for 2 semesters

- Semester 1 = 23 September 2019 17 January 2020 = 60 credits
- Semester 2 = 27 January 2020 22 May 2019 = 60 credits

Liability for students will be based on enrolment at any point during each semester and for 100% of modules registered in that semester.

Depending upon when your course commences, your fees will be charged based on the period of liability as shown in the tables below.

September cohort part time fee liability and dates

First day of semester 1	23 September 2019	No charge
Plus 14 days	07 October 2019	Cost of all modules in semester 1*
Start of Semester 2	20 January 2020	Cost of all modules in semester 2*

January cohort part time fee liability and dates

First day of semester 2	20 January 2020	No charge
Plus 14 days	03 February 2020	Cost of all modules in semester 2*
Start of Semester 1	21 September 2020	Cost of all modules in semester 1*

*Where no modules have been registered, the credits will be based on the minimum number a part- time student may register as set out the academic regulations, in 2019/20 this will be 20 credits.

https://www.wlv.ac.uk/about-us/governance/legal-information/policies-and-regulations/academic-regulations/

Example:

Student registers 2 modules in semester 1 and 1 module in semester 2 and withdraws at the end of term 1. Student is liable for 100% of the fee for the 2 modules registered in semester 1.

Level: Postgraduate Certificate Level Mode: Full-time and Part-time Sponsor: Any - Employer, student Fee Status: Home and EU (Standard part time courses are not available to Tier 4 students)

Postgraduate Certificate level - 60 credits Duration Full time = 6 months Part time = 6 months Academic calendar is for 1 semester full time

- Semester 1 = 23 September 2019 17 January 2020 = 60 credits Or if starting semester 2
- Semester 2 = 27 January 2020 22 May 2020 = 60 credits

Liability for students will be based on enrolment at any point during each semester and for 100% of modules registered in that semester.

Depending upon when your course commences, your fees will be charged based on the period of liability as shown in the tables below.

September cohort part time fee liability and dates

First day of semester 1	23 September 2019	No charge
Plus 14 days	07 October 2019	Cost of all modules in semester 1*
Start of Semester 2	20 January 2020	Cost of all modules in semester 2*

January cohort part time fee liability and dates

First day of semester 2	20 January 2020	No charge
Plus 14 days	03 February 2020	Cost of all modules in semester 2*
Start of Semester 1	21 September 2020	Cost of all modules in semester 1*

*Where no modules have been registered, the credits will be based on the minimum number a part-time student may register as set out the academic regulations, in 2019/20 this will be 20 credits.

https://www.wlv.ac.uk/about-us/governance/legal-information/policies-and-regulations/academic-regulations/

Level: Postgraduate Or Undergraduate short and low credit bearing courses Mode: Part-time Sponsor: Any - employer, student Fee Status: Home and EU (Standard part time courses are not available to Tier 4 students)

Short course and low credit bearing part time fee liability

	Fee liability (Modules charged)
On or before 14 days after the module commences*	0%
On or after the 15th day of the module	100%

* Please note for programmes of a short duration (8 weeks or less) the 0% liability period will be reduced to 7 days.

9. International and Overseas fee paying students Level: Undergraduate/Postgraduate Mode: Full-time and Part-time Sponsor: Any, employer, student Fee Status: Overseas²

International students, those who have been assessed as requiring a Tier 4 visa or who will be charged the overseas fee, will normally be required to pay a £3,000 deposit, payable before the commencement of the course. This is **non-refundable** except in the following circumstances:

- · Where a visa refusal is solely as a direct result of a University of Wolverhampton administrative error;
- · where the course applied for is not running and there is no suitable alternative.

For further information please refer to the Visa Refusal Policy.

For standard courses starting in September 2019 with overseas tuition fees, enrolment on each of the following dates results in the following fee liability:

Table 7: Fee liability September Cohort - Overseas Fee Status students

Liability point	Start Date	Liability	
Liability 1	23 September 2019	£3000	Non-returnable deposit contribution to the year's tuition fee.
Liability 2	2 January 2020	100%	Balance of year's tuition fee

For standard courses starting in January 2020 with international tuition fees enrolment on each of the following dates results in the following fee liability:

Table 8: Fee liability January Cohort - Overseas Fee Status students

Liability point	Start Date	Liability	
Liability 1	14 January 2020	£3000	Non-returnable deposit contribution to the year's tuition fee.
Liability 2	29 April 2020	100%	Balance of year's tuition fee

Similar liability points will apply to courses starting at other points in the year. Where the course fee is less than £3000, the full course fee will be payable as a deposit.

Example:

Student on an undergraduate degree programme which starts in September withdraws on the 12 December. They paid their tuition fees (\pounds 12,000) in full upon arrival in the UK. The student is entitled to the tuition fee less the \pounds 3000 deposit as a refund = \pounds 9000.

Student on an undergraduate degree programme which starts in September withdraws on the 21 January. They paid their £3000 deposit prior to arrival in the UK and a further payment of £3000 in December. The student is not entitled to a refund and must pay the balance of £6000 to the University.

10. Level: Postgraduate Research (PGR) programmes Mode: Full-time and Part-time Sponsor: Any, employer, student Fee Status: Home and EU

https://www.wlv.ac.uk/study-here/money-matters/fees-and-costs/research-fees/

- · Annual tuition fees are based on 12 months of study in one academic year.
- · If a student withdraws within 14 days of the course start date the fee liability is nil.
- The fee liability is determined as a proportion of the annual tuition fee based on the fee liability period as of date of withdrawal.
- Students who take temporary leave are charged liability from the point that they return. If the return is at the start of a new academic year this can lead to an increase in the amount a student is required to pay overall due to the inflationary increase in fees.

Start date Sept 2019	Start date Jan 2020	Liability	SLC PG Loan Payments
01 September 2020	02 January 2020	0	1st Day of term
Plus 14 days	Plus 14 days	33%	-
02 January 2020	01 May 2020	33%	4th Wednesday of 4th month
01 April 2020	01 August 2020	34%	4th Wednesday of 7th month

Example:

Course starts 01 September and is a full time research degree with fees of £4260 per year. Student withdraws on the 30 December; they will be expected to pay £1405.80, which is 33% of the fees.

Course starts 01 September and is a full time research degree with fees of £4260 per year. Student withdraws on the 30 January; they will be expected to pay £2811.60, which is 66% of the fees.

11. Level: Postgraduate Research (PGR) programmes Mode: Full-time and Part-time Sponsor: Any, employer, student Fee Status: Overseas

International students, those who have been assessed as requiring a Tier 4 visa or who will be charged the overseas fee, will normally be required to pay a £3,000 deposit, payable before the commencement of the course. This is **non-refundable** except in the following circumstances:

- · Where a visa refusal is solely as a direct result of a University of Wolverhampton administrative error;
- where the course applied for is not running and there is no suitable alternative.

For further information please refer to the Visa Refusal Policy.

As Research courses have start dates throughout the year, the first liability will be at any point within the month of enrolment. 2nd liability point is always 3 months after.

Example:

Liability 1	Liability	Liability 2	Liability
1st September 2019	£3,000	1st December 2019	£9,950
1st October 2019	£3,000	2nd January 2020	£9,950
1st November 2019	£3,000	1st February 2020	£9,950

For courses starting other than September or January the same principles will apply.

12. Changes of Circumstances

You should tell the University as soon as possible and before the start of the SLC term if applicable/possible if you are thinking of any of the following:

- Leaving the course without completing the full study programme
- · Not starting or attempting the course or programme
- Taking a Leave of Absence/interrupting your study
- Returning from a Leave of Absence/interruption of study
- · Withdrawing from your course
- Transferring to another programme within the University
- Transferring to another university or teaching establishment

The University will tell you if you are eligible for a refund and calculate your refund or your continuing fees.

There may be cases where circumstances are beyond your control; these are known as 'extenuating circumstances'. If you believe you have extenuating circumstances your request must be made via your e:Vision account along with any supporting documentation, this will be sent to your faculty or the department providing the service.

12.1 Withdrawals

If you withdraw (WD) from your programme of study at University you will still be liable to pay your tuition fees. However the date of your withdrawal (as reported via your e:Vision submission of withdrawal) and the type of programme will determine the amount of tuition fee that you will be charged.

Any student has the right to withdraw from the University within 14 days of their course start date. If you wish to withdraw from your course within 14 days of your course start date you must complete the e:Vision task for withdrawal straight away, clearly stating the reasons for withdrawing. If you are a Home or EU student the University will refund all tuition fees paid. If you are an International student, please refer to the international students section (Section 9) for more details on the refund you will receive.

If you accept your offer at the University after the course has started then you will be waiving your rights to the 14 days cancellation period and your liability will commence from the 14th day of the start date of the course.

12.2 Leave of Absence (LOA), sometimes referred to as "Interruption of Studies" or "Break in studies"

If you take a leave of absence (LOA), your tuition fees will be charged for the period of liability that you have attended in that academic year, based on the Leave of Absence request submitted through e:Vision.

If your tuition fees are being paid via a student loan, the University will notify Student Finance of your revised fee liability so that you can borrow the correct amount in each academic year.

Please note: Student loans and grants, scholarships and bursaries are not normally payable during suspension of studies.

12.3 Returning from Leave of Absence (LOA), sometimes referred to as "Resumption of Studies" or "Return from a Break in studies"

Depending upon when you resume your studies your fees will be charged based on the period of liability to which you return.

Normally students will return to studies in the following academic year, either at the start of the next academic year or at the point they suspended their studies i.e. they suspended at the end of semester 1 2018/19 they return at the start of semester 2 2019/20.

In line with the Universities academic regulations the following will apply:-

Where a student has taken a Leave of Absence (LOA) during the year before completing their modules, any summative assessments submitted will be carried forward and will contribute to the student's assessment results for that module when the student returns to study, provided the same assessment requirements remain. In these circumstances you will not be charged for these modules, even if you return at the beginning of the year. However, the students mode of study will be recorded as "Temporarily Part time on a Full time course" if on a full time course.

Example 1:

Student is on a full time 3 year degree, studying in their first year, they take a LOA at the end of semester 1 2018/19. They have partial grades for all their semester 1 modules which are carried forward to 2019/20.

They confirm their intention to return and ensure that they meet any requirements to return such as providing evidence they are now fit to study. They return at the beginning of semester 1 2019/20 to complete year 1 studies, so they will only need to register the semester 2 modules and will be charged as a full time student studying on a part time basis (PTFT) based on the modules taken.

Example 2:

Student is on a full time 3 year degree, studying in their first year, they take a LOA at the end of semester 1 2018/19. They have not attempted any assessment for semester 1.

They confirm their intention to return and ensure they meet any requirements to return such as providing evidence that they are now fit to study. They return at the beginning of semester 1 2019/20 to complete year 1 studies; they will be re-registered for all their modules on a full time basis and will be charged £9,250 for the year.

Further Clarification

If you have any queries around the content provided within this document and how to interpret it, please contact:-

For overseas fee status queries please contact: The Admissions Unit (<u>admissions@wlv.ac.uk</u>) For fees and liabilities please contact: Student Records Unit (<u>studentrecords@wlv.ac.uk</u>) For changes in circumstances please contact your Faculty Student Services Office.

STUDENT PRIVACY NOTICE

Who we are

The University of Wolverhampton ('The University', 'we' or 'us') are a 'Data Controller', as defined by the Data Protection Act 2018 and are responsible for, and control the processing of your Personal Data. You can contact us at email **<u>dataprotection@wlv.ac.uk</u>**. University of Wolverhampton, Wulfruna Street, Wolverhampton WV1 1LY. Tel. 01902 32 1000. Our Data Protection Officer can be contacted at **<u>dataprotection@wlv.ac.uk</u>**.

We are committed to protecting your privacy. This notice explains how the University of Wolverhampton collects and processes your Personal Data.

How We Use Your Data

Once you accept a place on a course and/or register as a student at the University you will be directed to complete the online Enrolment Form. We will process the personal data collected at application for the purposes of enrolment into the university and for other related purposes whilst you are studying with us. You can see these purposes below. Data protection legislation states that the data controller must also have a lawful basis to process or use your personal data and we will be relying on a number of these in line with the purposes.

Purpose	Lawful Basis (Reason)		
Provision of academic courses and programmes	Public Task (Teaching and learning) The purpose of the University, set out in its Royal Charter, is to advance learning and knowledge by teaching and research to the benefit of the wider community.		
Support Services for academic courses and programmes to students (including IT and library services)	Necessary for a contract or entering into a contract		
Assessment of academic progress and performance (including attendance)	Necessary for a contract or entering into a contract		
Administration of complaints, grievances and appeals	Necessary for a contract or entering into a contract		
Immigration matters	Legal obligation (in relation to students or applicants who hold Tier 4 visa)		
Making reasonable adjustments for disabilities and providing relevant support to students or applicants with ill health	Legal obligation in relation to our duty to find out and make reasonable adjustments		
Obtaining payment of fees	Necessary for a contract or entering into a contract		
Carrying out internal research and analysis for non- academic purposes including monitoring performance and quality at an institutional level and where there is no direct impact on data subjects (Anonymous non-identifiable and aggregate level data)	Legitimate interest in ensuring that the University is able to benefit its staff and students through understanding how they are impacted by its practices		
Supplying contact details to the relevant council tax authority in registered place of residence for Council Tax Registration purposes	Legal Obligation		
Inclusion of course taken and grade achieved for the award ceremony	Legitimate interest of the University to recognise achievements students and staff		
Assessment of academic progress and performance (including attendance)	Contractual necessity		
Communicating directly to students about their course or in case of emergency	In the legitimate Interest of the University for the smooth and efficient running of the university courses and services		
For the purposes of marketing our products or services	Consent		
Alumni relations	Necessary for the legitimate interests of the University's Alumni department Consent for marketing, fundraising and maintaining an alumni network		
Market research	Necessary for the legitimate interests of planning and developing the University's operations. Consent for participating in surveys		
Graduation Preparation	In the legitimate Interest of the University smooth and efficient running of the university's graduation ceremony		
External Reporting including to OfS and its agencies	Legal Obligation		

Information We Collect

Throughout the enrolment form we will always highlight areas where we need to ask for your consent as the lawful basis and will give you the choice to opt-in. If you do consent or opt in, we will let you know how you can opt out in the future. We will not process your personal data for any other purpose other than those stated above without informing you first.

The vast majority of information that we process about you will be provided by you. This will typically be via our website or collected from the application process. We may get additional information from your referee or employer where one is required.

Information provided by you will include details such as your full name (including former name or alias), gender, date of birth and contact details, such as address, email address and telephone number and information relating to your education and employment history.

We will also process your national insurance number (or other tax identification number) where required for the application, as well as, your passport identification number or national identity card details, country of domicile and nationality. The lawful basis we rely on for processing this information is that we have a legal obligation to collect this for verification purposes. In addition, we have a legal obligation to collect and process. Special Category personal data such as, your religion, race and health data for equality monitoring purposes.

For specified courses we are required to collect information relating to criminal convictions. The condition we rely on for this is that there is a substantial public interest in establishing whether students have been involved in or committed criminal or dishonest acts.

Who We Share Your Personal Data With

Information is shared with relevant departments within the University for the purposes outlined above. In addition, specific data may be obtained from and shared with the following external parties for the purposes specified: (some of this takes place at the application stage):

Recipient or Source	Purpose and type of data	Lawful Basis
Student Loans Company/ Other funders	To facilitate the payment of funds - Contact and payment details	Necessary for a contract or entering into a contract
Home Office (UKVI)	Sponsorship for Visa applications, Reporting on student circumstances and student advice – Contact & identification details, qualifications, courses, Visa status	Legal obligation & Consent
Medical and Health Practitioners	To understand health needs and make reasonable adjustments to support students – Details about your health and mobility	Legal obligation to ask but you only respond if you consent
Current Employer	Payment of fees and to support progression – Contact details, grades etc	Necessary for a contract or entering into a contract
Educational Institutions	Verification of qualifications – Grades and transcripts of grades achieved	Necessary for a contract or entering into a contract
Disclosure and Barring Service	Establish whether students have been involved in or committed criminal or dishonest acts – Identification and contact details	Contract / Substantial public interest
Professional Accrediting Bodies	To support or confirm accreditation - Contact details and progression information	Necessary for a contract or entering into a contract
UCAS and other application agencies	To receive applications and notify applicants of decisions as appropriate – identification details	Necessary for a contract or entering into a contract
Wolverhampton Students Union	To provide students with the benefits of Students Union Service - Contact details	Legitimate interest of the Student Union and in the interest of the student to access the benefits
External Examiners	For identification purposes – Contact details	Necessary for a contract or entering into a contract
External Reporting including OfS and its agents (Typically HESA, QAA but can outsource to private providers where appropriate such as GOS)	HESA includes returns of identifiable personal data including special category data, made for the following Unistats, Student Return, graduate outcomes (GOS); National Student Survey (NSS).Aggregated data may be used for TEF/ REF/ Aggregate Offshore Return (AOR)	Statutory requirement

Recipient or Source	Purpose and type of data	Lawful Basis
Collaborative partners in the UK and overseas	Provision of academic courses and programmes - All student data	Contractual requirement where courses are delivered in partnership
Virtual Learning Environment (CANVAS)	Student data – in particular module registrations and results.Provision of academic courses and programmes	Necessary for a contract or entering into a contract
Placement providers (such as hospital trusts)	Course Progression – Contact Details	Necessary for a contract or entering into a contract
Internal Surveys	To provide feedback on various metrics (such as teaching quality) and plan and develop services offered by the university based on the findings	In the legitimate interest of the University for course improvement

We may also share personal details with organisations with enforcement powers such as HMRC or the Police. However, we will only do so if this is required to comply with our legal obligation to disclose information to these bodies.

We will only share the minimum amount of personal data with any of the above and will always do so in accordance with the law.

Retention

Your full enrolment data is retained for 10 years for funding and regulatory purposes. A skeleton record of will be kept for a period of 99 years for enabling award verification.

Your Rights

As an individual, you have a number of rights available to you. To find out more about how you may exercise those rights, for example, The Right of Subject Access: obtaining a copy of your information which we may hold, or the Right to Rectification: correcting any mistakes or completing the information we hold about you, please see our Data Protection web pages available **here** or the **ICO website** for more information. Note that because we are collecting this information on the basis that it is necessary for a contract the Rights to Object to Processing and the Right not to be subject to a decision based solely on automated processing will not apply, but you will still have the right to request human intervention from the University and, to express your point of view and to contest any decision in this way.

How to Complain

If you have any queries, concerns or believe that your Personal Data is being handled in a manner which is contrary to statutory requirements, you may wish to contact the University of Wolverhampton's Data Protection Officer via <u>dataprotection@wlv.ac.uk</u> or complain to the ICO via <u>www.ico.org.uk</u>

Changes to Privacy Notice

We regularly review our privacy notice and will review it at least annually. This privacy notice was last updated on 25 July 2019.



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